



Agenda
Meeting of the Municipal Council
Wednesday, February 12, 2025
REGULAR MEETING 6:00 PM

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

2025-95 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. Police Contracts

B. Collective Bargaining

1. Superior Officers Association, Local No. 6 Agreement

C. Public Safety

1. Transportation Network Safety Discussion
2. Wesley Lake Maintenance

D. Contract Negotiations

1. EALC, LLC Block 2604, Lots 8,11,12,13,14 and Block 2609, Lots 2 and 3
2. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority

E. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. NJIIF Litigation Update

F. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 16, 2025, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

1. Presentation of Redevelopment of Block 4201, Lots 2, 6, and 7 (201 6th Avenue, 1509 and 1511 Kingsley Street) by Asbury Park Apartments and Resort, LLC
Matters from City Council
Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting January 29, 2025 4:00 PM
- Municipal Council - Regular Meeting - Jan 29, 2025 6:00 PM

C. Individual Resolutions

- 2025-97 Resolution Approving Payment of Bills
- 2025-96 Special Event Applications
- 2025-98 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2024 Budget
- 2025-99 Resolution Amending Temporary Budget Appropriations for 2025 Budget
- 2025-78 Resolution Ratifying the Superior Officers Association, Local No. 6 of the Patrolmen’s Benevolent Association of the State of New Jersey Union Contract
- 2025-100 Resolution Authorizing the Purchase of a Thickener Transfer Pump Needed at the Wastewater Treatment Plant
- 2025-101 Resolution Authorizing the Annual Renewal of Adobe
- 2025-102 Resolution Authorizing an Annual Boiler Service Agreement with Superior Central Boiler
- 2025-103 Resolution Authorizing an Agreement with Mazza Recycling for the Processing and Disposition of Recyclable Materials
- 2025-104 Resolution Authorizing Agreement with JCPL

- 2025-105 Resolution Authorizing a Professional Services Contract for State Police Accreditation Maintenance
- 2025-106 Resolution of The Mayor And City Council of The City of Asbury Park Determining That The Development of Affordable Housing For The Project Known As The Marmora Family Community And Education Center Will Address An Existing Housing Need In The City of Asbury Park For Home Program Financing (Block 802, Lots 1-3; 5) 1200-1210 Springwood Avenue and 39 and 43 Atkins Avenue
- 2025-107 Resolution Appointing Municipal Housing Liaison
- 2025-108 Resolution Establishing And Adopting Vision Zero Policy And Goal For The City Of Asbury Park

D. Ordinances

1. Introduction

- 2025-5 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 4, Entitled “General Licensing,” Of The Code Of The City Of Asbury Park To Amend Special Event Fees

2. Second Reading/Public Hearing

- 2025-1 Ordinance Amending the 1201 Memorial Drive Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)
- 2025-2 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, providing for the Special Assessment of the cost of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements on Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on the city tax map which are located within the Asbury Park Waterfront Redevelopment Area and establishing a mechanism for payment of the cost thereof
- 2025-3 Ordinance of The City of Asbury Park Authorizing The Execution of a Financial Agreement with K. Hovnanian’s Delta at Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on The City Tax Map within The Asbury Park Waterfront Redevelopment Area and Granting A Tax Exemption
- 2025-4 Ordinance Amending the Redevelopment Plan for 1001 First Avenue City of Asbury Park, Monmouth County, Block: 401, Lots: 10, 11,12, and 13

E. Adjournment



RESOLUTION NO. 2025-95

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, 2025 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Personnel:

1. Police Contracts

B. Collective Bargaining

1. Superior Officers Association, Local No. 6 Agreement

C. Public Safety:

1. Transportation Network Safety Discussion
2. Wesley Lake Maintenance

D. Contract Negotiations:

1. EALC, LLC Block 2604, Lots 8,11,12,13,14 and Block 2609, Lots 2 and 3
2. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority

E. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. NJIIF Litigation Update

F. 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.

ANTHONY CUCCI
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
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON

JOHN B. HAYES, CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

Technical Review Committee

To: Mayor and Municipal Council

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

CC: Joseph Maraziti, Esq., Redevelopment Counsel

Kevin Kennedy, Esquire, Attorney for applicant for Asbury Park Luxury Apartments LLC

Date: February 3, 2025

Re: TRC Review and Recommendations of June 24, 2024 TRC meeting for Kingsley Street, Webb Street, Sixth and Seventh Avenues; Block 4201, Lots 2, 6 & 7 Asbury Park, New Jersey

SITE PLAN CONCEPTIAL REVIEW

SECOND REPORT

The Technical Review Committee had a second meeting on June 24, 2024 review the project at Kingsley Street, Webb Street, Sixth and Seventh Avenues Block 4201, Lots 2, 6 & 7 Asbury Park, New Jersey. Based on comments from council and the public, the applicant returned to the TRC to present modifications to the building.

TRC members present at the meeting were Michael Sullivan, Planner with CCH, Michael Nelson, Architect with CCH, Sam Avakian with Avakian Engineering, Yvonne Clayton, Councilwoman, Barbara Krzak, Planning Board and TRC Chairperson, , Joseph Maraziti, City Redevelopment Counsel and Michele Alonso of the City of Asbury Park. Representing the applicant was attorney Kevin Kennedy. The developers present were Yohe Albo. Daniel Contedore and Daniel Zanato was the architect present. Matt Wilder, engineer for developer was also present. There were numerous members of the public present with six members who spoke.

Project Description

The development lot is 36,068 square feet and is a conforming lot in the waterfront. The property is not rectangular, encompassing the corner of Kingsley Street and Sixth Avenue and two narrower lots extending out to Webb Street and Seventh Avenue with frontage on Kingsley Street, Webb Street, Sixth Avenue and Seventh Avenues. The applicant seeks to construct a 94-unit multi-family residential

building with 152 space structured parking facilities and amenity space. In the two-tiered parking deck there will be 92 parking spaces on the lower level (subsurface) and 60 spaces on the first floor accessed via two, two-way driveways on Sixth Avenue. Parking will be with stackers.

It is three (3) separate buildings, connected by an underlying parking structure. Building no. 1, fronting on both 6th Avenue and Kingsley Street, having a total of 81 residential dwelling units, and totaling 191,364 GSF, is both 8 and 4 stories in height and measures 114 ft. to the penthouse roof. Building no. 2, fronting on 7th Avenue, is 4 stories high at 66 ft. in height, totals 20,246 GSF, and has 8 residential dwelling units. Building no. 3, fronting on Webb Street, is 3 stories high at 54 ft. in height, totals 15,394 GSF, and has 6 residential dwelling units. The tallest height at 114 feet. All mechanical equipment will be on the roof and will have screening. The HVAC will be on a roof higher than that of the building at 202 Seventh Avenue.

Rooftop open space is provided, both in common areas and for individual dwelling units and there is a green roof. This property is not in a flood plain area. There will be storage space for 62 bike racks.

The western sideyard was reduced at the western Elevation for the first floor. The Kingsley building steps down to meet the height of the adjacent house. There are balconies on the western façade that face the neighboring properties.

There will be a reduction in impervious surface from when the property had the Oceanic Hotel. There will be underground infiltration. The green roof will count toward stormwater reduction.

Building lights need to be shown on plans. Landscaping Plan will conform with redevelopment plan

A template for movement was requested to show that there is adequate aisle width to accommodate stackers.

Compliance with the Waterfront Redevelopment Plan

Design Waivers requested

The project does not comply with the following Architectural Design Guidelines of the Waterfront Redevelopment Plan:

- Intercolumniation on the ground floor shall be vertically proportioned
- Balconies and Railings shall be made of wood or metal.
- Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth.
- Railings shall have top bottom rails centered on the balusters.
- Doors shall be painted wood or composite wood.
- Windows shall be single, double, triple-hung, or operable casements.
- Multiple windows in the same rough opening shall be separated by a 4 inch minimum post. The centerline of the window sash shall align within the center-line of the wall (there shall be no flush mounted windows).

- Doors (except garage doors) shall be side hinged (no sliders).
- Garage Doors facing a frontage shall be a maximum of 9 feet wide.
- No street wall should extend beyond 100 feet without a break
- The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent.
- The minimum requirement for fenestration on façades shall be 20 percent.
- Excessive balconies
- Multiple balconies, shall be confined to the rear and side elevations
- Balconies may have masonry or metal parapets.
- All windows, except storefronts, shall be operable as hung or casement.
- Sliding and awning windows shall not be permitted
- Windows shall not be installed flush with the outer surface of the façade.
- Window sills should be provided
- Loggias and arcades shall have columns and piers of a width and depth proportional to the height of the element
- Plaque identifying architect and the year of construction

TRC recommendations:

1. The building shall align with the house next door on Sixth Avenue, not just the first floor.
2. Balconies on the western façade facing the Sixth Avenue low density houses shall be removed. No balconies should internally face rear yards.
3. Parking plan needs to be dimensioned and turning radius for parking spaces shown for planning board submission. Also, a plan on how the stacked parking will operate is needed for the planning board submission.
4. A compliant lighting plan showing all lighting including building, rooftop, garage and street lighting must be submitted to the planning board. The garage lighting and all lighting cannot cause glare. Light spillage should only be at the garage door. Lighting for the building, site and any existing or proposed street lights should be modeled together such that the City may best understand the proposed future lighting characteristics.
5. Balconies, stairs and porches, if using glass railings, shall be manufactured to produce no glare and shall diffuse any reflected light.
6. Parking will be provided to comply with the WRA standards, such that no deduction in the required amount of parking will be taken pursuant to the deductions that would otherwise be permitted for the inclusion of EV spaces (project will satisfy requirements for the provision of EV spaces).
7. No portion of the building will be located within a City Right-Of-Way (ROW).

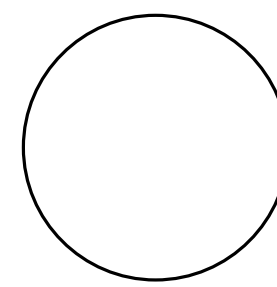
8. All HVAC units will be located on the roof.
9. All utility meters will be located internal to the building envelope.
10. Townhouse shall have additional storage for bicycles.
11. Verify that with the current design that the height of building complies with the redevelopment plan requirements for height regarding parking's location above ground.

PROPOSED CONDOMINIUM DEVELOPMENT

ASBURY PARK LUXURY APARTMENTS & RESORT, LLC



mode
ARCHITECTS
621 LAKE AVE #2A, ASBURY PARK, NEW JERSEY 07712
T: 732.800.1958 | F: 732.279.4491
www.mode-arch.com



DANIEL M. CONDATORE, RA
NJ License #21A01738000

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

COVER SHEET

CS1

DRAWN BY:
CHECKED BY: DMC

REQUESTED DESIGN WAIVERS

As identified in May 30, 2023 TRC Memo:

- Intercolumnation on the ground floor shall be verticall proportioned
- Balconies and Railings shall be made of wood or metal.
- Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth.
- Railings shall have top bottom rails centered on the the balusters.
- Doors shall be painted wood or composite wood.
- Windows shall be single, double, triple-hung, or operable casements.
- Multiple windows in the same rough opening shall be separated by a 4 inch minimum post. The centerline of the window sash shall align within the center-line of the wall (there shall be no flush mounted windows).
- Doors (except garage doors) shall be side hinged (no sliders).
- Garage Doors facing a frontage shall be a maximum of 9 feet wide.
- No street wall should extend beyond 100 feet without a break.
- The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent.
- The minimum requirement for fenestration on facades shall be 20 percent.
- Excessive balconies.
- Multiple balconies, shall be confined to the rear and side elevations
- Balconies may have masonry or metal parapets.
- All windows, except storefronts, shall be operable as hung or casement.
- Sliding and awning windows shall not be permitted.
- Windows shall not be installed flushh with the outer surface of the facade.
- Window sills should be provided
- Loggioas and arcades shall have columns and piers of a width and depth proportional to the height of the element.
- Plaque identifying architect and the year of construction.

DRAWING LIST

DWG. NO.	DRAWING TITLE
CS1	COVER SHEET
G1	GENERAL INFO AND ZONING
A0	OVERALL LOWER PARKING LEVEL PLAN
A1	OVERALL 1ST FLOOR PLAN
A2	OVERALL 2ND FLOOR PLAN
A3	OVERALL 3RD FLOOR PLAN
A4	OVERALL 4TH FLOOR PLAN
A5	OVERALL 5TH FLOOR PLAN
A6	OVERALL 6TH FLOOR PLAN
A7	OVERALL 7TH FLOOR PLAN
A8	OVERALL 8TH FLOOR PLAN
A9	OVERALL MEZZANINE FLOOR PLAN
A9.2	MEZZANINE CALCULATIONS
A10	SCHEMATIC FLOOR PLANS
A11	SCHEMATIC FLOOR PLANS
A12	ELEVATION - KINGSLEY
A13	ELEVATION - 6TH AVE
A14	ELEVATIONS - 7TH AVE AND WEBB ST
A15	VOID-TO-SOLID CALCULATIONS
A16	BUILDING SECTIONS
A17	MASSING STUDIES
R1	RENDERING
R2	RENDERINGS
R3	RENDERINGS
R4	RENDERINGS
R5	RENDERINGS
R6	RENDERINGS
R7	RENDERINGS
R8	RENDERINGS
R9	RENDERING
R10	PROPOSED REVISIONS - 6TH AND WEBB

ZONING SUMMARY

ASBURY PARK WATERFRONT REDEVELOPMENT PLAN
PRIME RENEWAL AREA
NORTH SHORE DISTRICT

PROJECT SITE IS BOUNDED BY KINGSLEY STREET ON THE EAST,
7TH AVE ON THE NORTH, WEBB STREET ON THE WEST, AND 6TH
AVE ON THE SOUTH.

PROPOSED USE: MULTI-FAMILY RESIDENTIAL, CONDOMINIUMS
94 DWELLING UNITS TOTAL

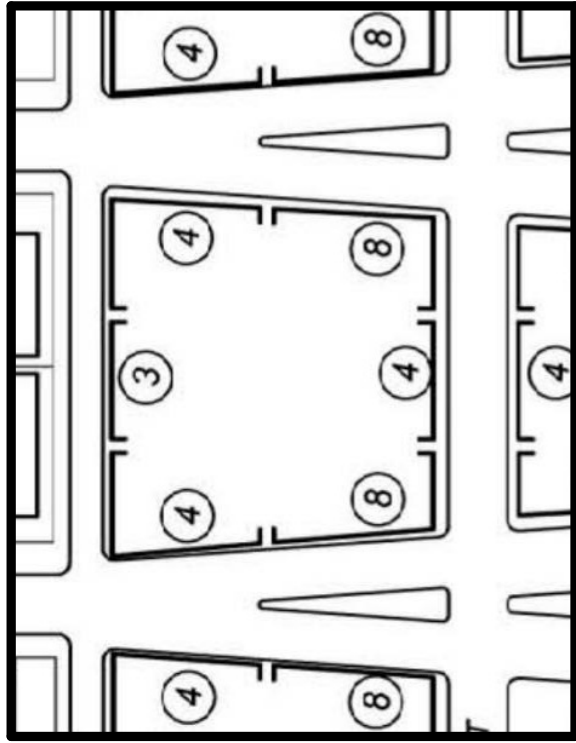
PARKING REQUIREMENT: 1.5 SPACES PER DWELLING UNIT
1.5(94) = 141 PARKING SPACES REQUIRED
127 PARKING SPACES REQUIRED AFTER EV DEDUCTION
144 PARKING SPACES PROVIDED

MIN. LOT AREA REQUIRED: 15,000 SF
LOT AREA: 36,068 SF

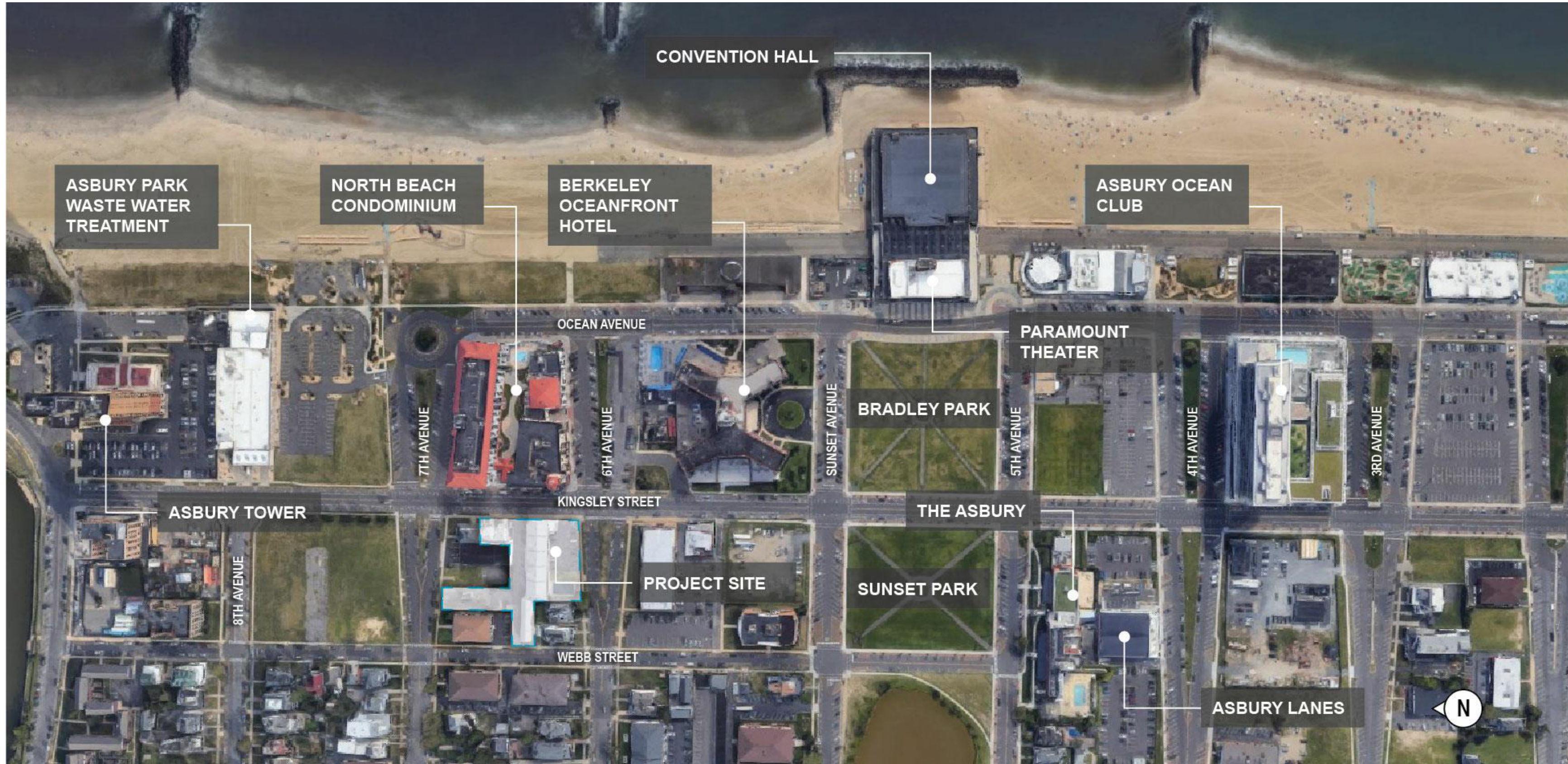
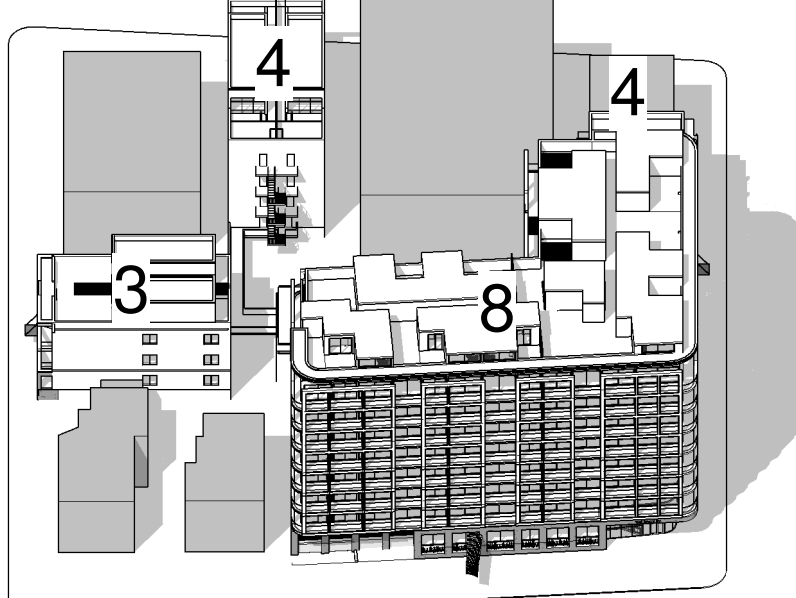
MIN. LOT FRONTAGE REQUIRED: 100 FT
KINGSLEY STREET: 195 FT
7TH AVE: 50 FT*
WEBB STREET: 50 FT*
6TH AVE: 175 FT
*DESIGN WAIVER REQUESTED

DWELLING UNIT DISTRIBUTION:
BLOCK #206: 143 DWELLING UNITS ALLOWED
95 DWELLING UNITS PROPOSED

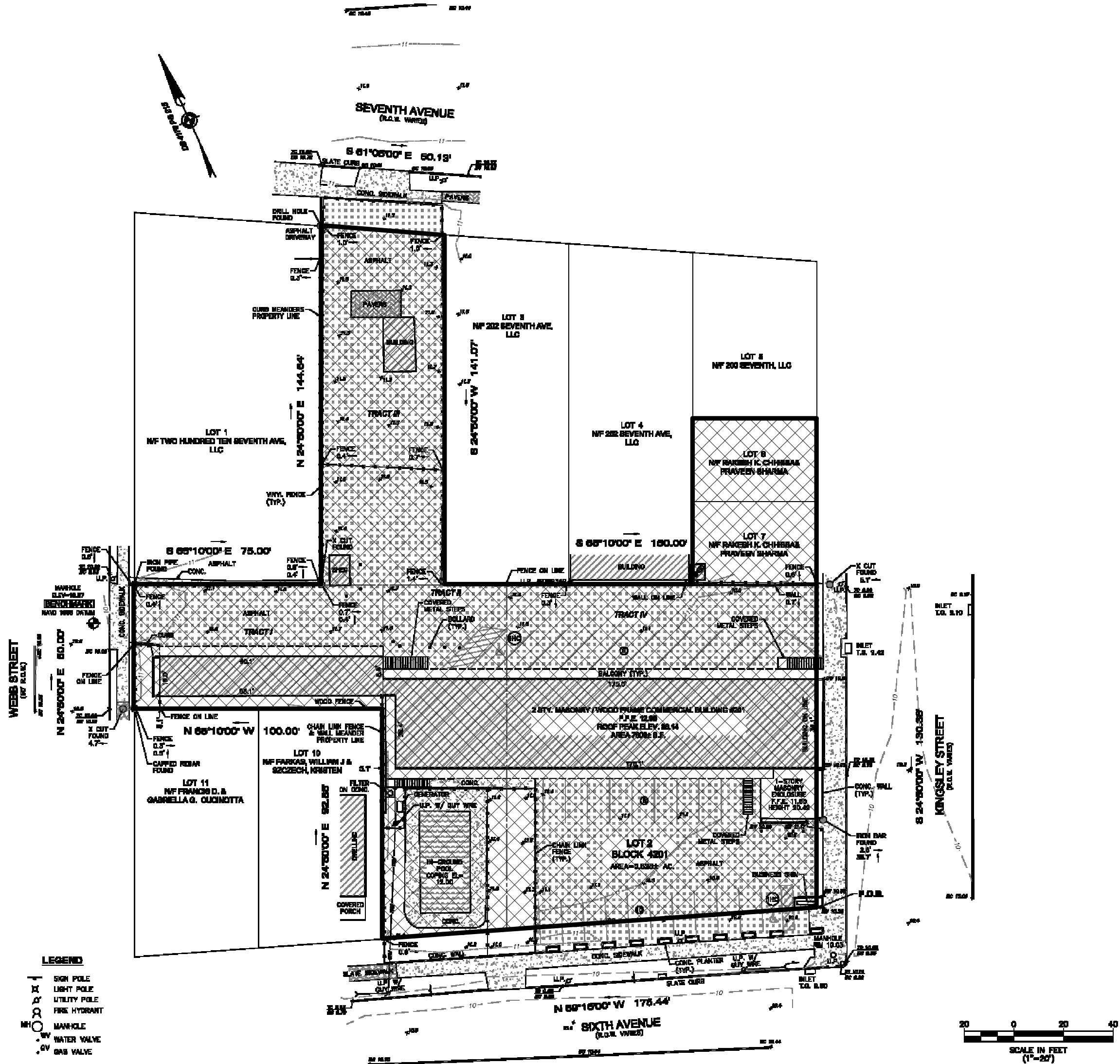
EXCERPT FROM DEVELOPMENT CONTROL PLAN ILLUSTRATING
MAXIMUM BUILDING HEIGHT IN STORIES:



PROPOSED BUILDING HEIGHT IN STORIES:



1 CONTEXT MAP
12" = 1'-0"



LEGEND
- SHOWN POLE
- LIGHT POLE
- UTILITY POLE
- FIRE HYDRANT
- MANHOLE
- WATER VALVE
- GAS VALVE

2 SITE SURVEY
12" = 1'-0"

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

GENERAL INFO
AND ZONING

G1

DRAWN BY:
CHECKED BY: DMC



- AMENITY
- BUILDING SERVICES
- CIRCULATION
- PARKING

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

A0



① Level 1
1/16" = 1'-0"

7TH AVENUE

KINGSLEY STREET

SIXTH AVENUE

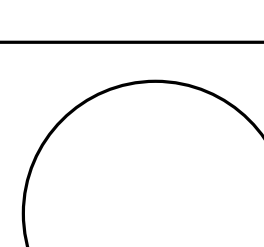
LOWER LEVEL:	92 PARKING SPACES (INCLUDES 44 PIT STACKERS)
FIRST FLOOR:	60 PARKING SPACES (INCLUDES 30 STACKER LIFTS)
TOTAL:	152 PARKING SPACES 141 REQUIRED PER REDEVELOPMENT PLAN 127 REQUIRED AFTER EV DEDUCTION

LOT AREA: 39,404 SF
ALLOWED COVERAGE: 90% (35,464 SF)
PROPOSED COVERAGE: 86.0% (33,899 SF)

-  1 BR
-  2 BR
-  3 BR
-  AMENITY
-  BALCONY
-  BUILDING SERVICES
-  CIRCULATION
-  PARKING

mode
ARCHITECTS

621 LAKE AVE #3A, ASBURY PARK, NEW JERSEY 07712
T: 732-883 1059 | F: 732-279 4491
www.mode-arch.com



DANIEL M. CONDATORE, RA
NJ License #21A0179800

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

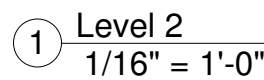
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

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OVERALL 1ST
FLOOR PLAN

A1

DRAWN BY:
CHECKED BY: DMC



PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

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OVERALL 2ND
FLOOR PLAN

DRAWN BY:
CHECKED BY: DMC

A2

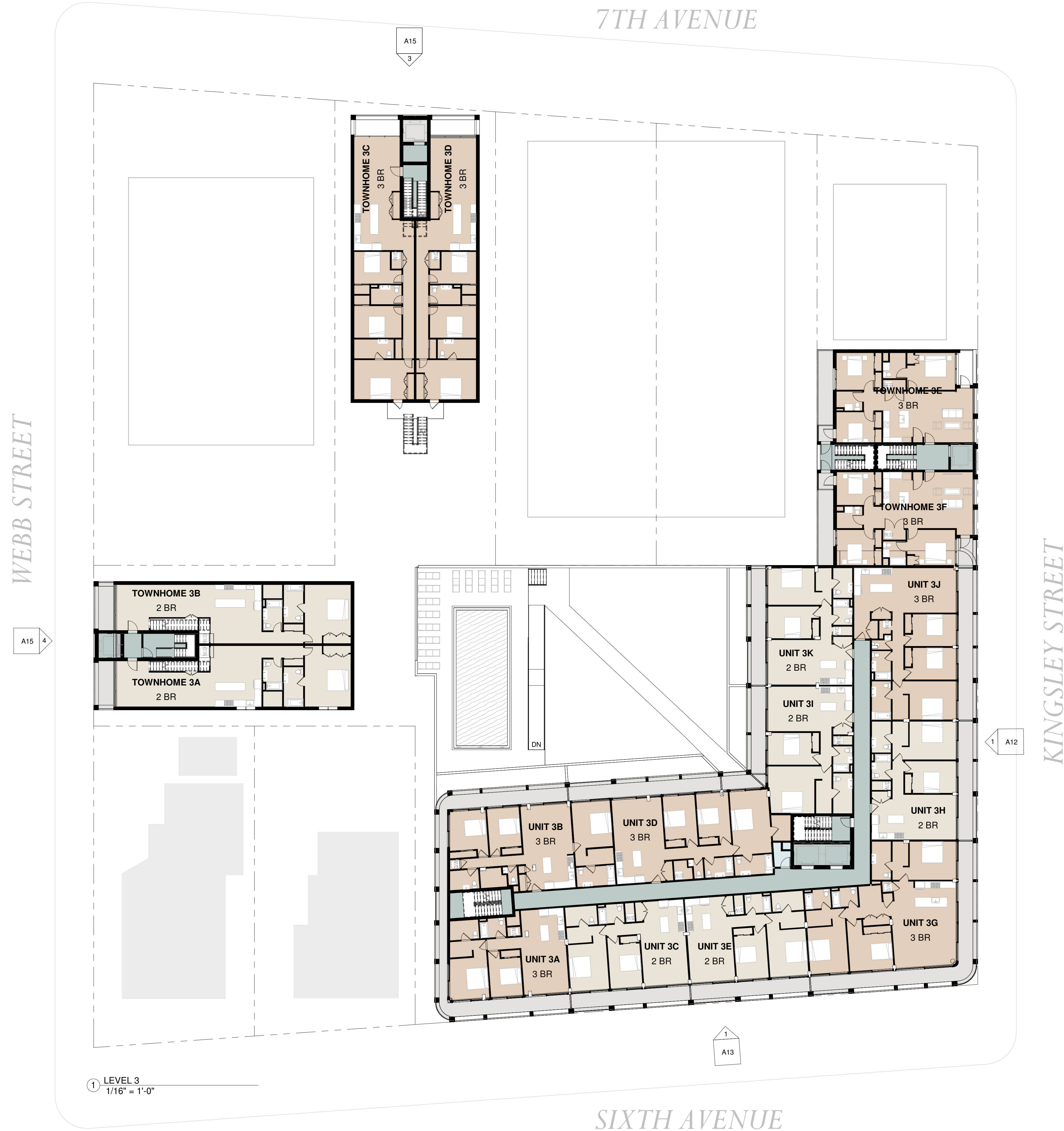
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

A3

DRAWN BY:
CHECKED BY: DMC

Attachment: Abury Luxury Apts Revised Sub Dev Application 2024-01-25 (2025-15 : Presentation for Block 4201, Lots 2, 6, and 7 (201 6th Avenue, 1509 and 1511 Kingsley Street))



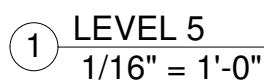
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

OVERALL 4TH
FLOOR PLAN

DRAWN BY:
CHECKED BY: DMC

① LEVEL 4
1/16" = 1'-0"





DANIEL M. CONDATORE, RA
NJ License #21AJ01798000

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

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OVERALL 5TH
FLOOR PLAN

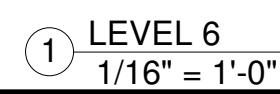
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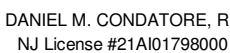
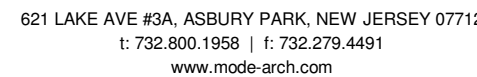
A5

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

OVERALL 6TH
FLOOR PLAN

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CHECKED BY: DMC

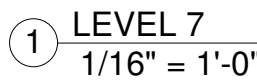


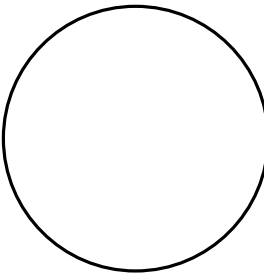


BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

OVERALL 7TH
FLOOR PLAN

DRAWN BY:
CHECKED BY: DM





DANIEL M. CONDATORE, RA
NJ License #21AD1738000

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

OVERALL 8TH
FLOOR PLAN

A8

DRAWN BY:
CHECKED BY: DMC

WEBB STREET

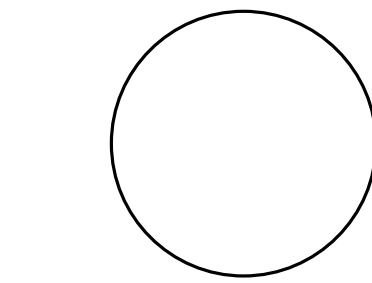
7TH AVENUE

KINGSLEY STREET

SIXTH AVENUE

1 LEVEL 8
1/16" = 1'-0"



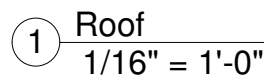


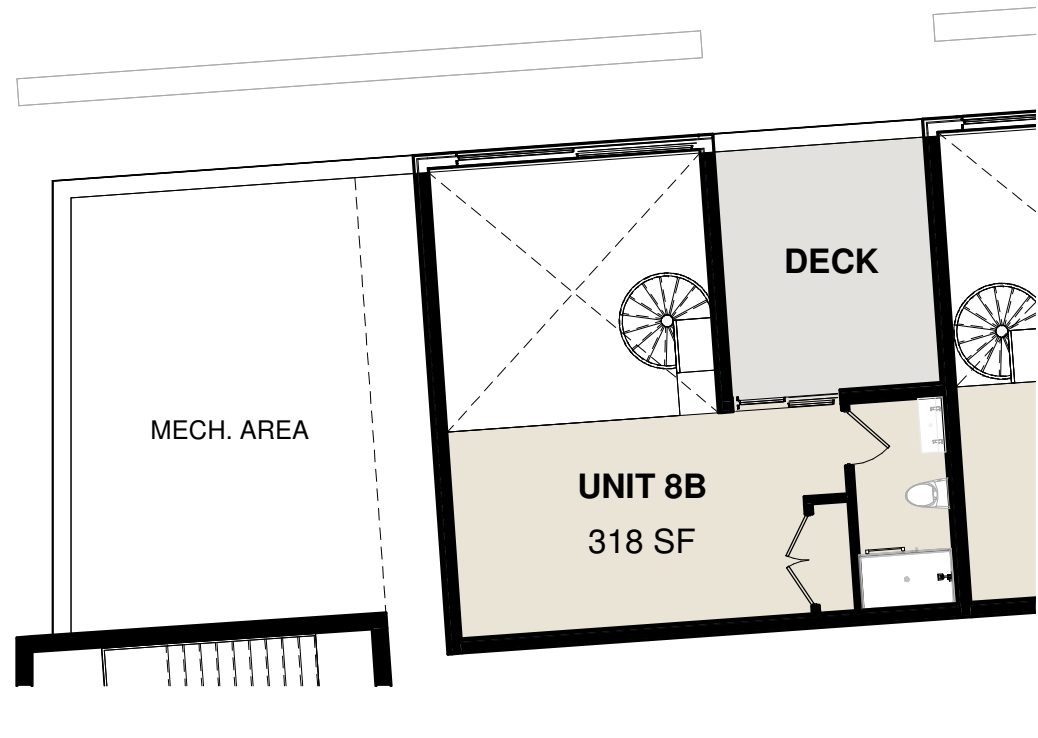
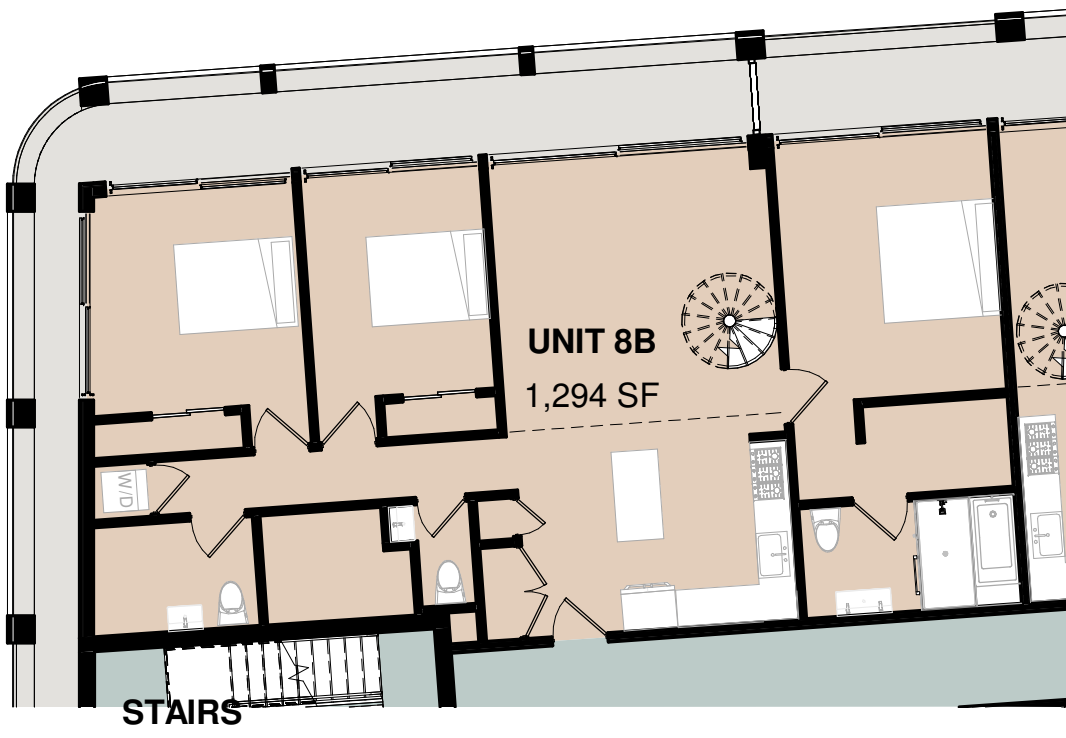
DANIEL M. CONDATORE, RA
NJ License #21AI01798000

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

OVERALL
MEZZANINE FLOOR
PLAN

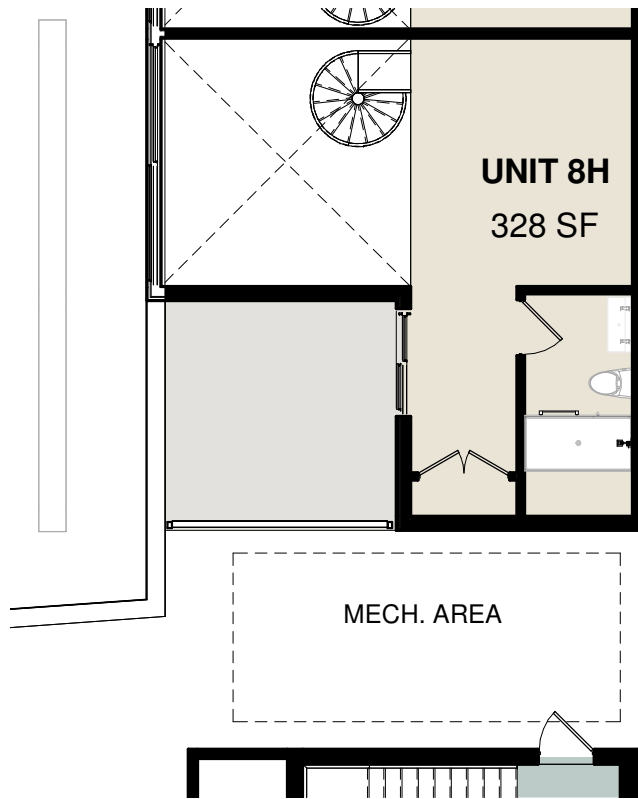
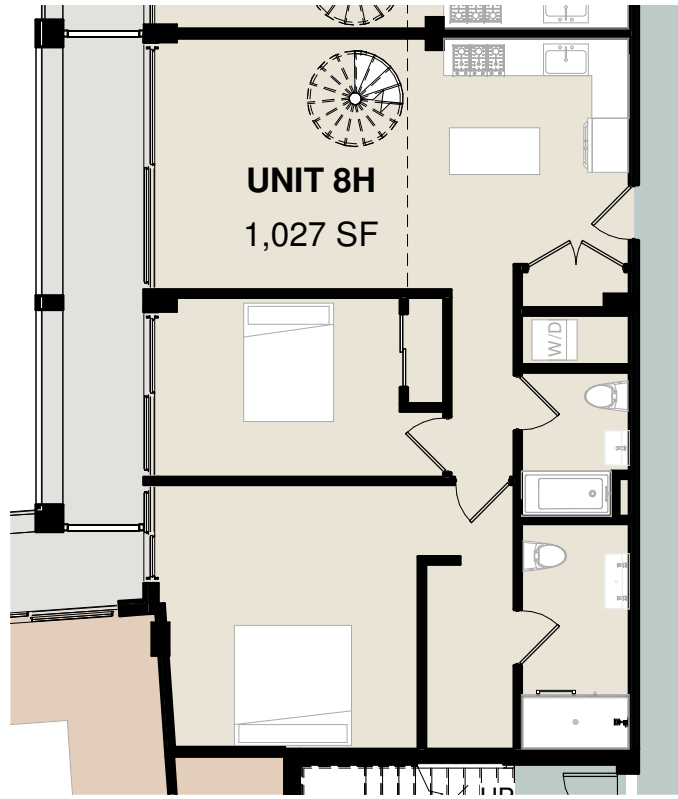
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CHECKED BY: DMC





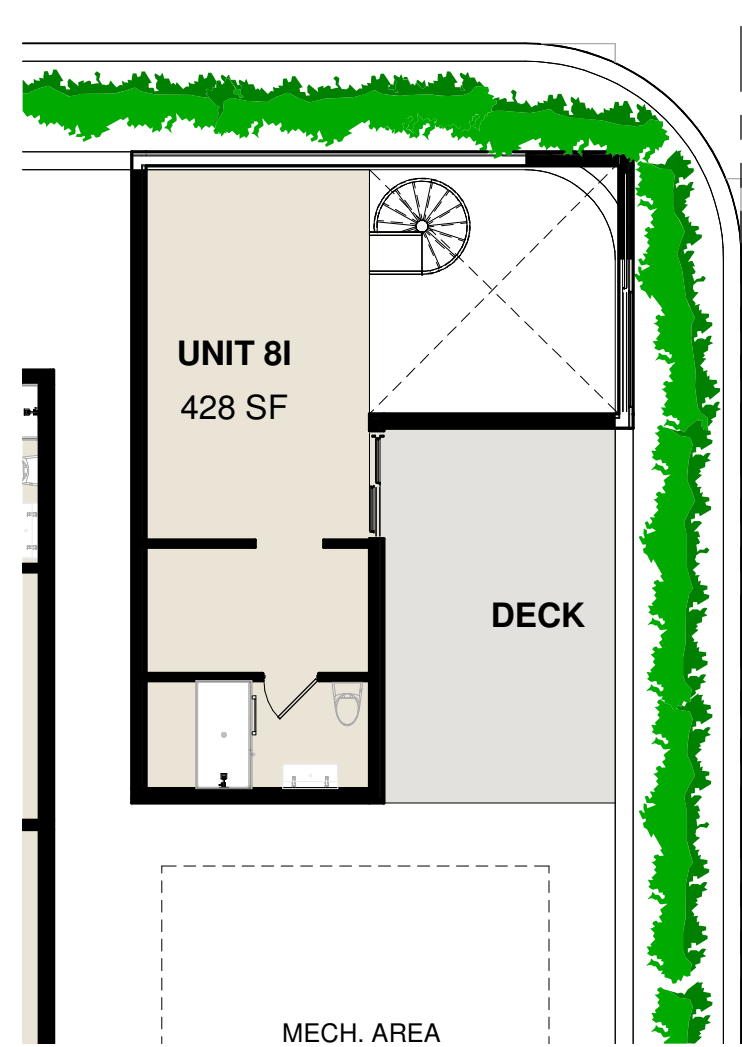
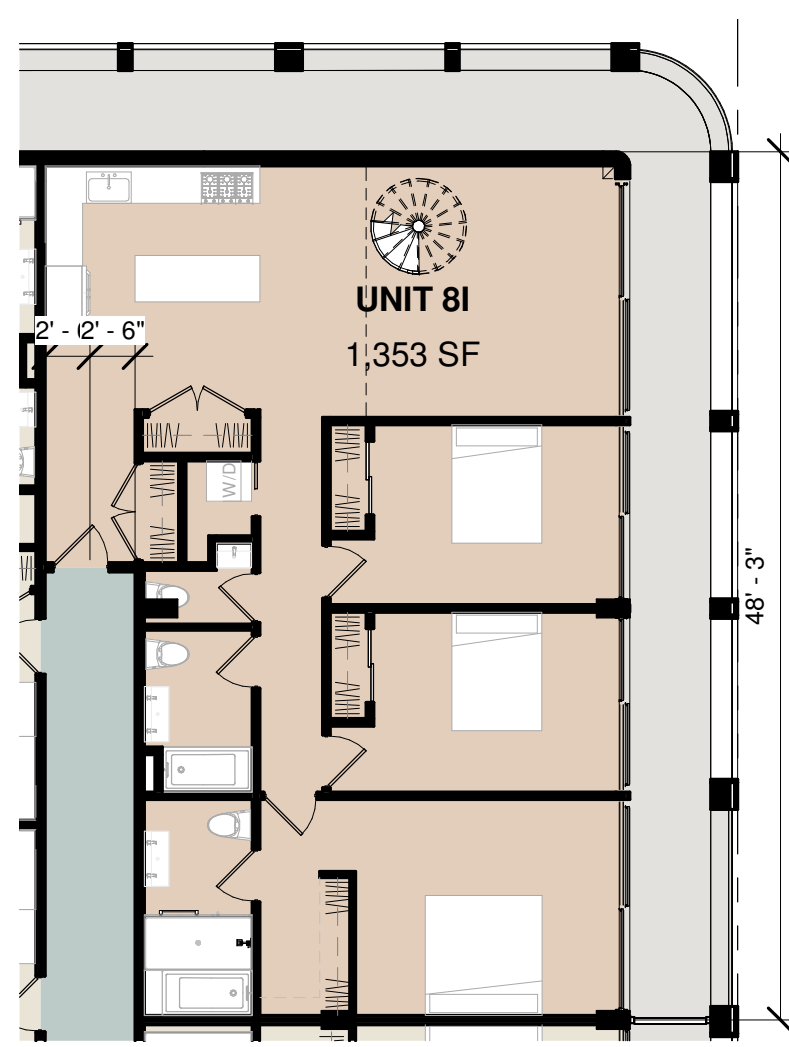
1,294 SF / 3 = 431 SF ALLOWED, 318 SF MEZZ PROVIDED

8B UNIT 8B
3/32" = 1'-0"



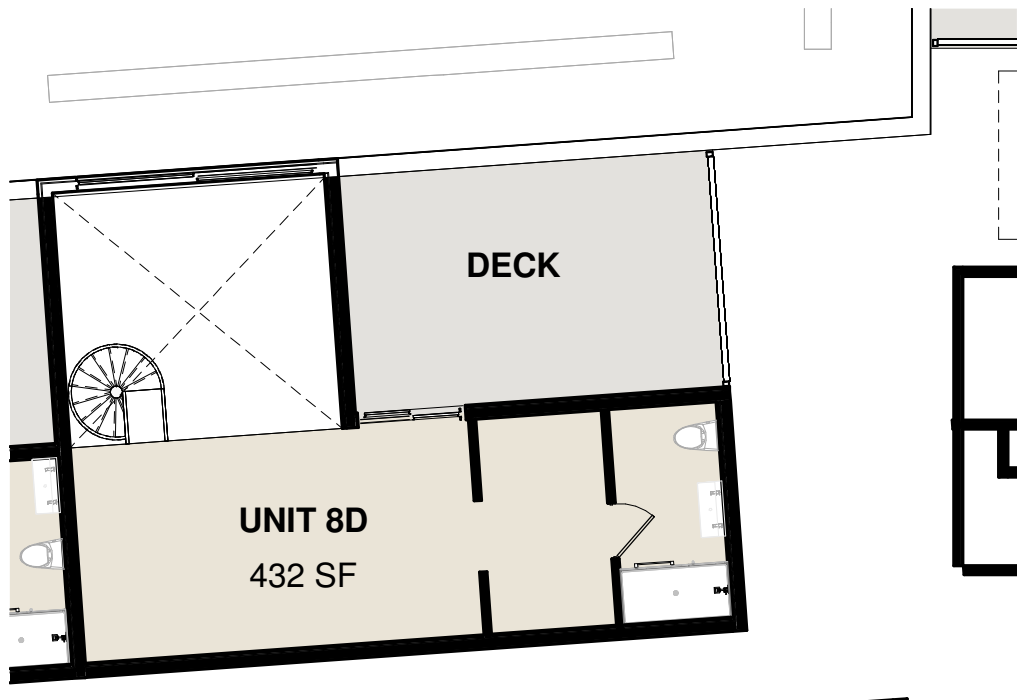
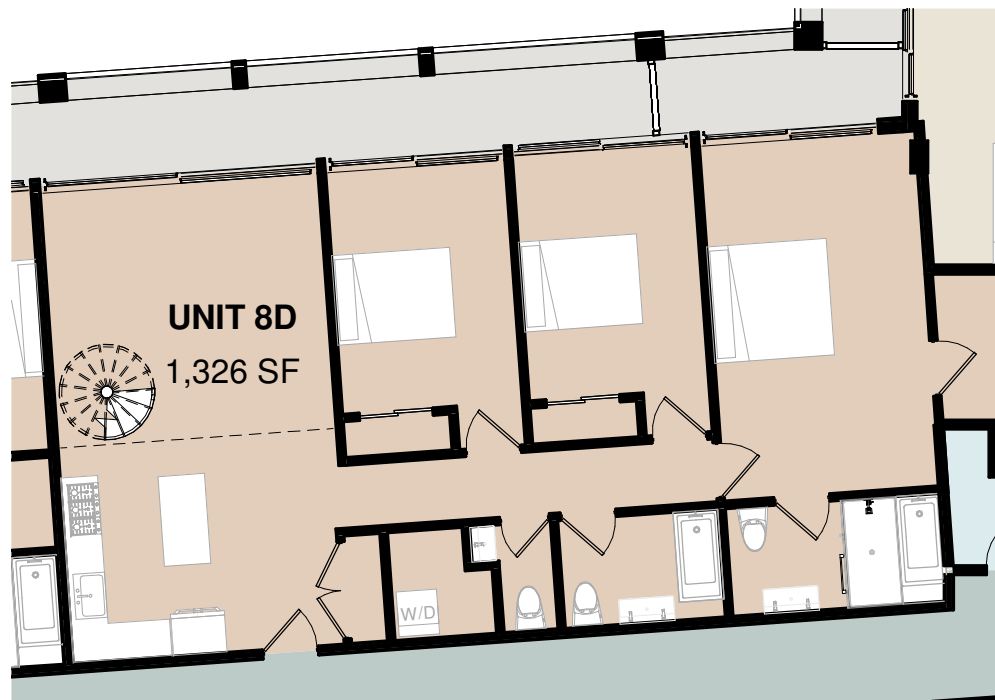
1,027 SF / 3 = 342 SF ALLOWED, 328 SF MEZZ PROVIDED

8H UNIT 8H
3/32" = 1'-0"



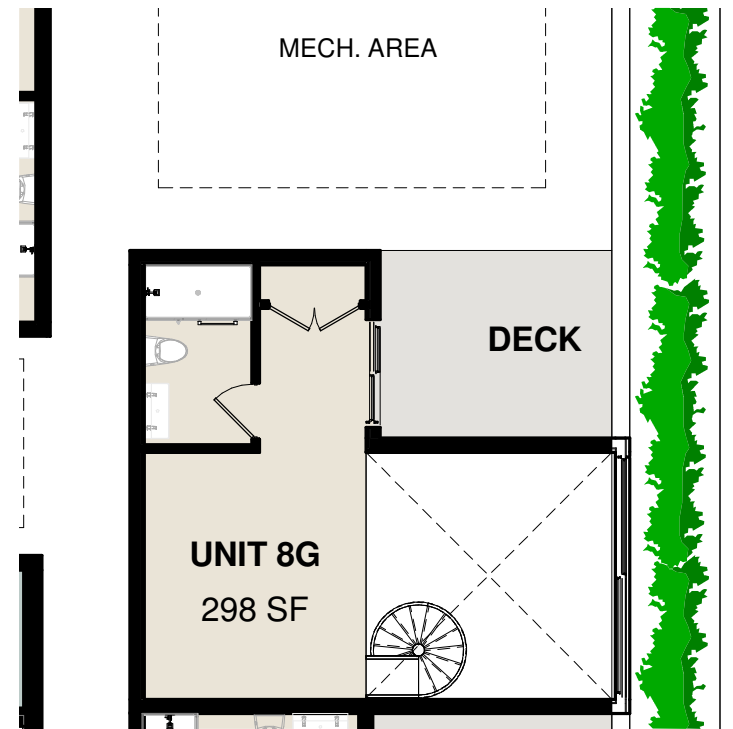
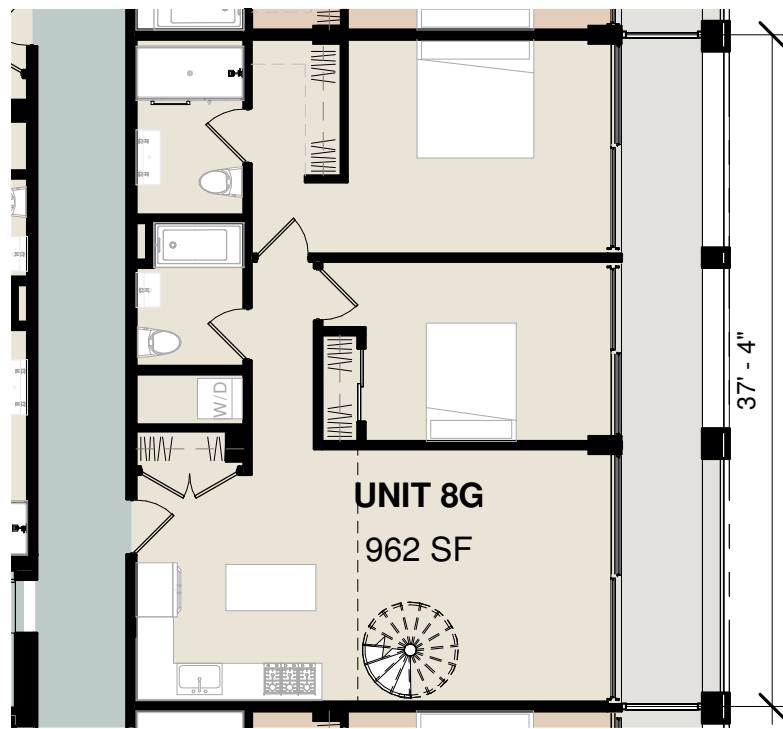
1,353 SF / 3 = 451 SF ALLOWED, 428 SF MEZZ PROVIDED

8I UNIT 8I
3/32" = 1'-0"



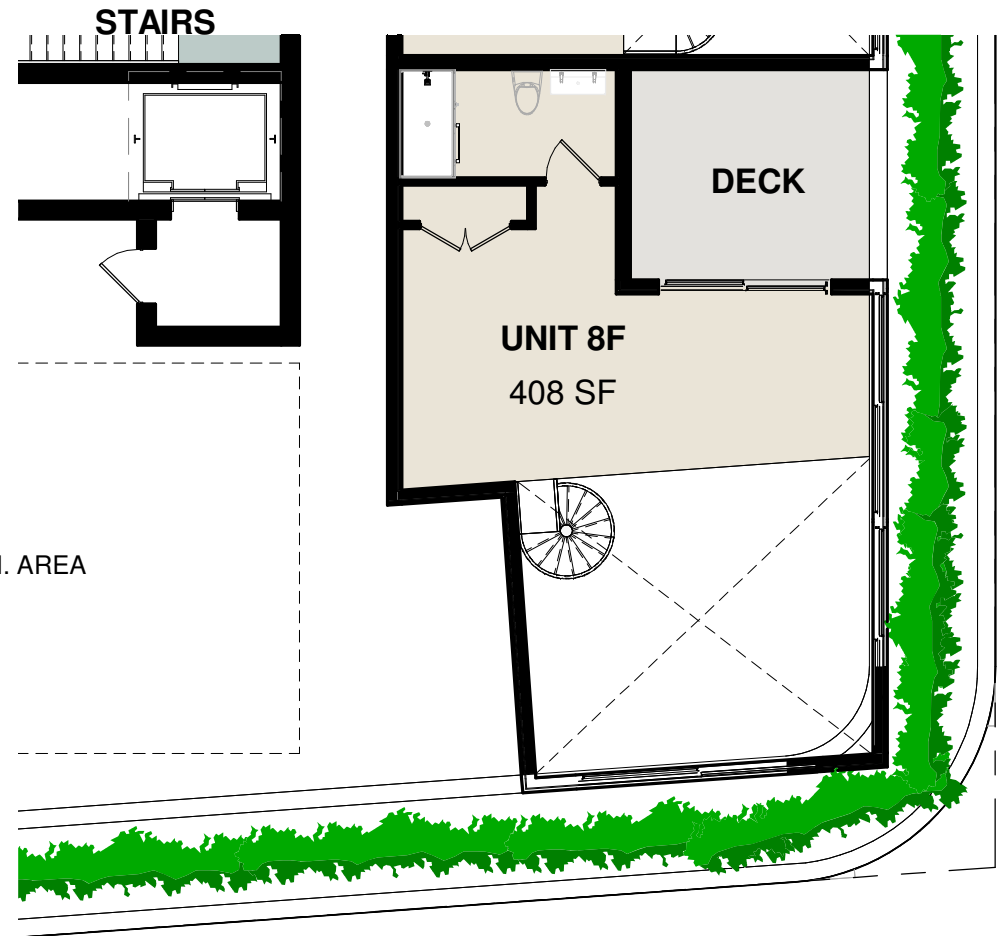
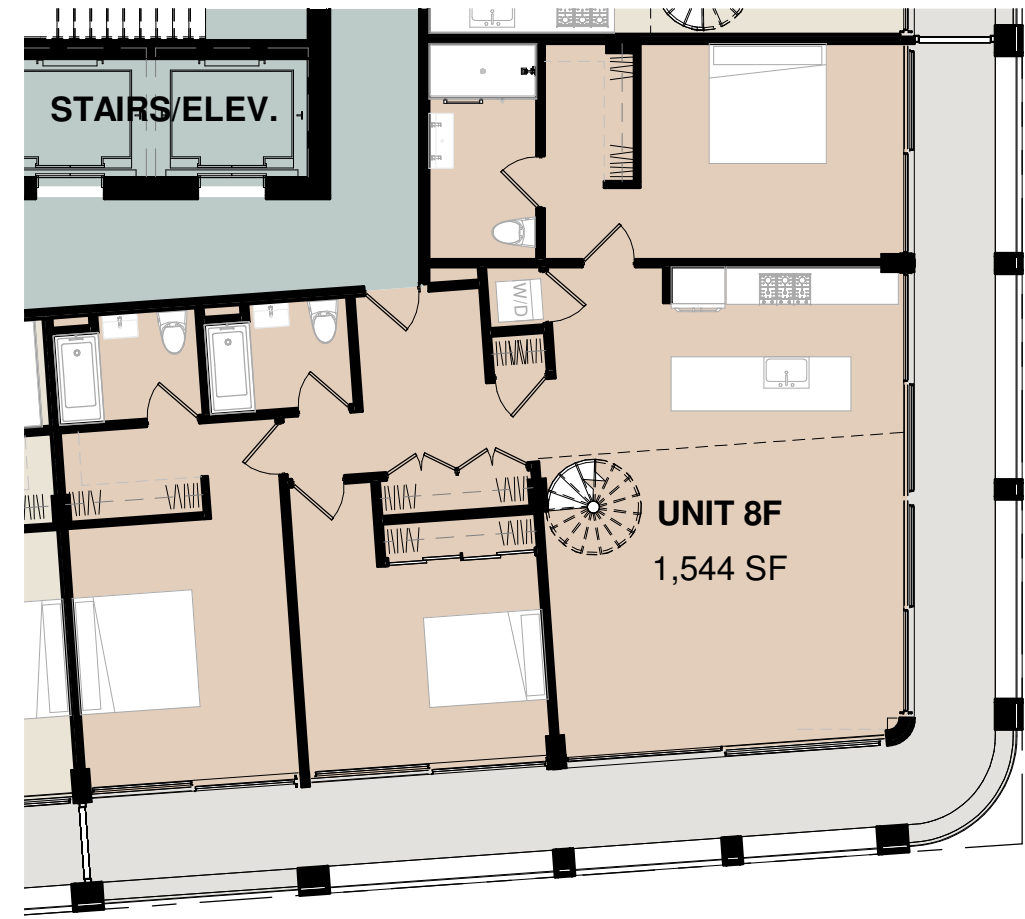
1,329 SF / 3 = 443 SF ALLOWED, 432 SF MEZZ PROVIDED

8D UNIT 8D
3/32" = 1'-0"



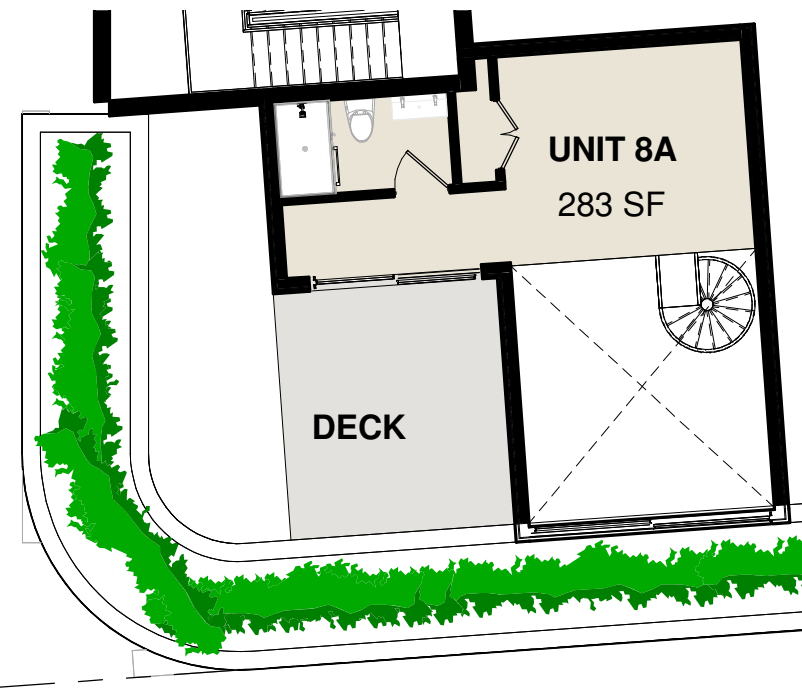
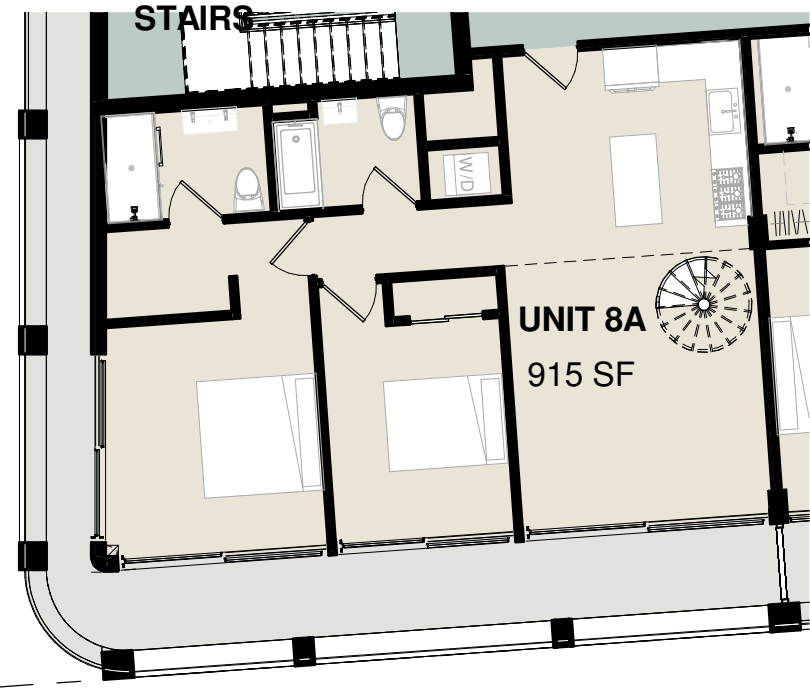
962 SF / 3 = 321 SF ALLOWED, 298 SF MEZZ PROVIDED

8G UNIT 8G
3/32" = 1'-0"



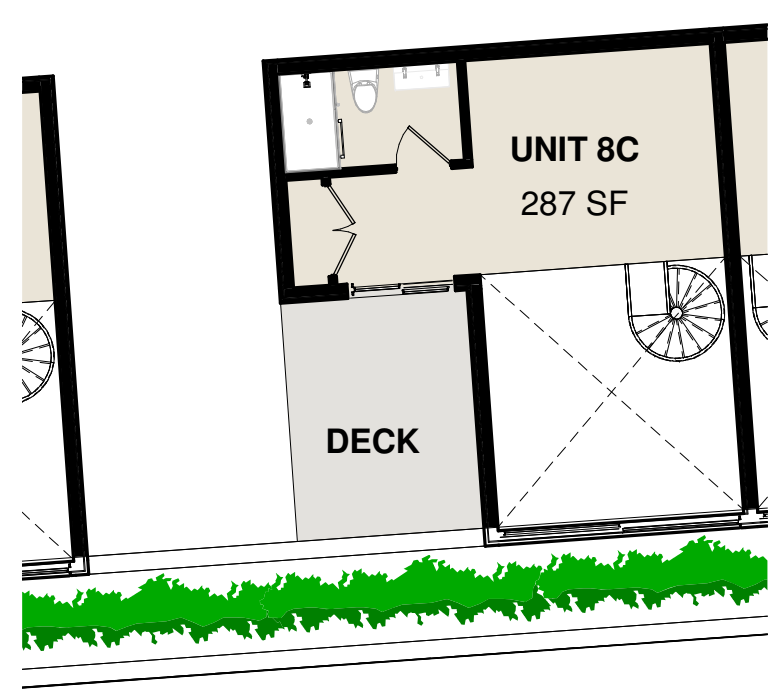
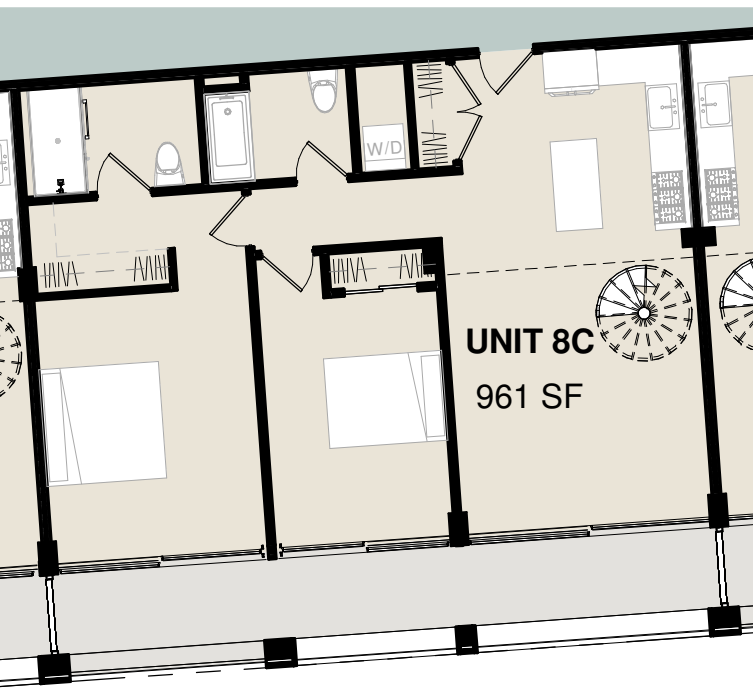
1,544 SF / 3 = 514 SF ALLOWED, 408 SF MEZZ PROVIDED

8F UNIT 8F
3/32" = 1'-0"



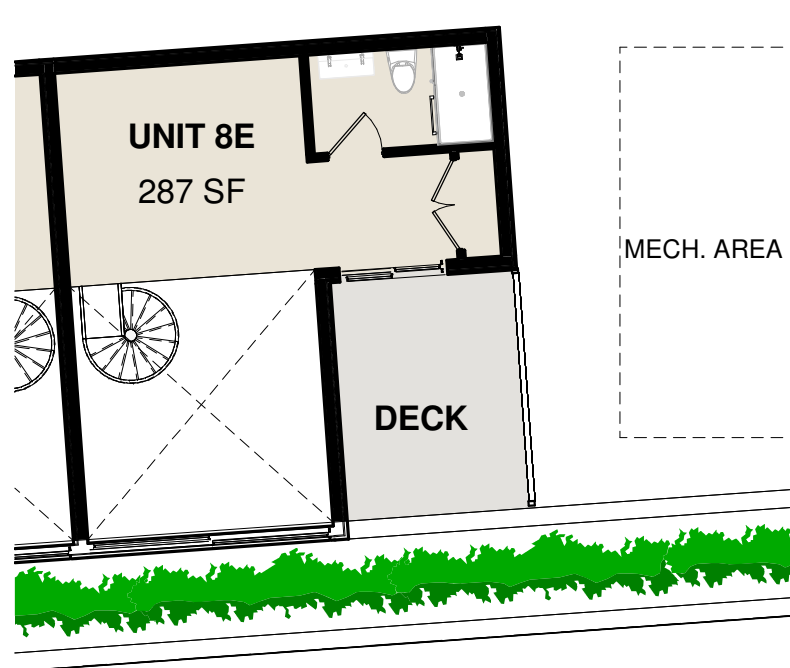
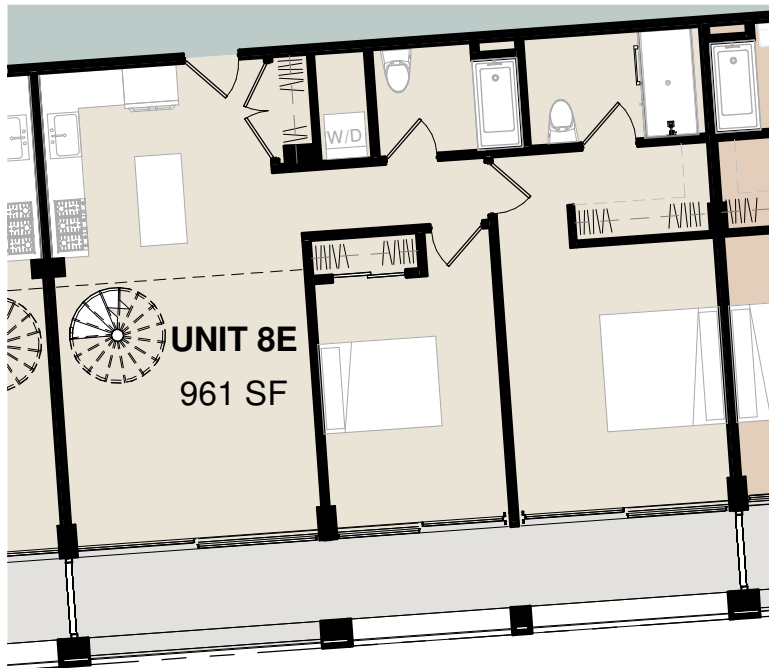
915 SF / 3 = 305 SF ALLOWED, 283 SF MEZZ PROVIDED

8A UNIT 8A
3/32" = 1'-0"



961 SF / 3 = 320 SF ALLOWED, 287 SF MEZZ PROVIDED

8C UNIT 8C
3/32" = 1'-0"



961 SF / 3 = 320 SF ALLOWED, 287 SF MEZZ PROVIDED

8E UNIT 8E
3/32" = 1'-0"

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

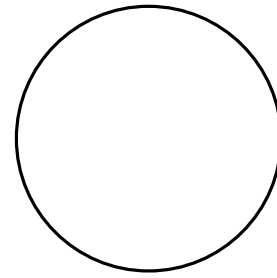
REVISIONS / ISSUES

No.	Description	Date

MEZZANINE
CALCULATIONS

A9.2

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CHECKED BY: DMC



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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

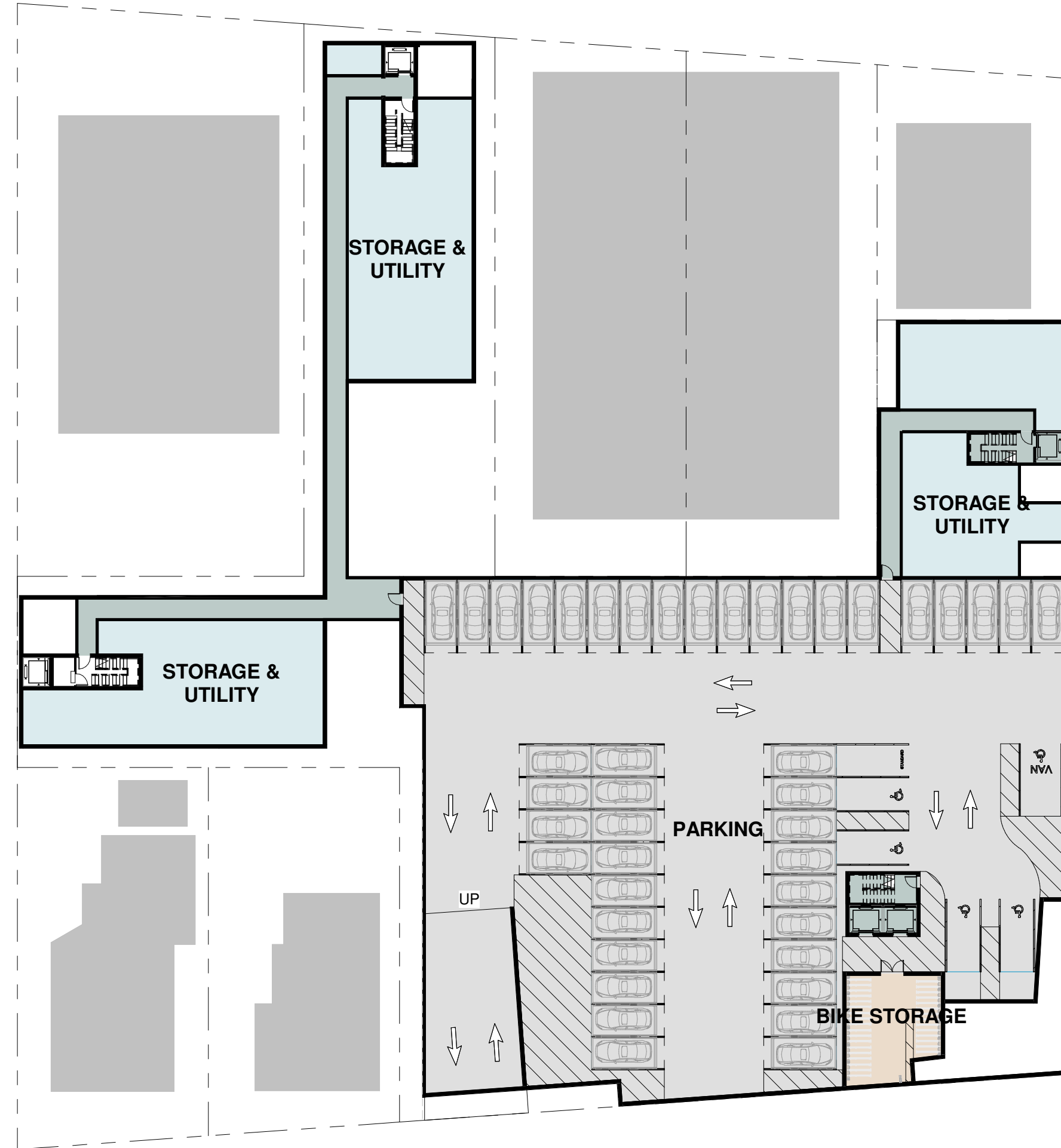
REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

SCHEMATIC FLOOR
PLANS

A10

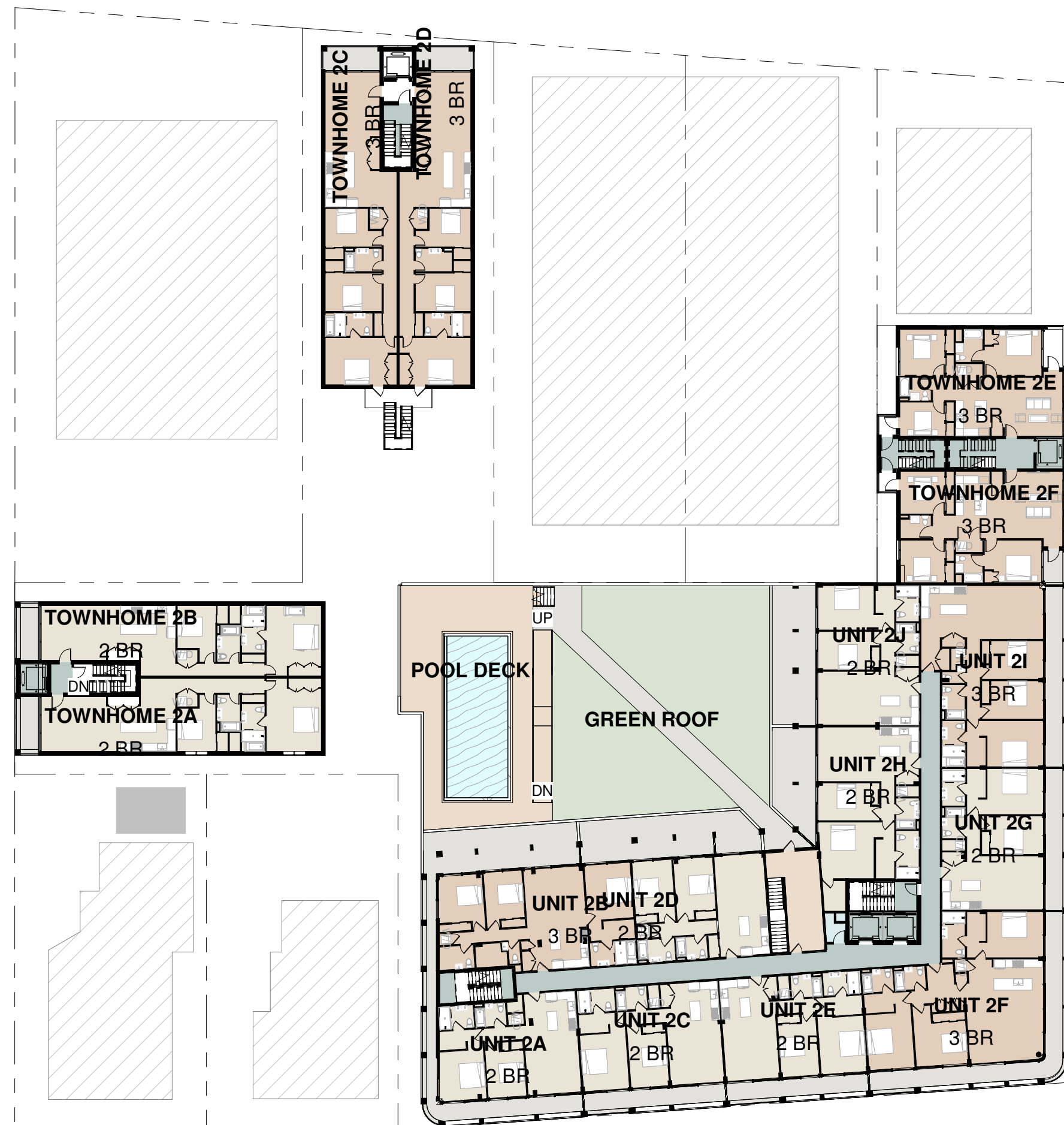
DRAWN BY:
CHECKED BY: DMC



P1 PARKING LEVEL 1
1" = 30'-0"



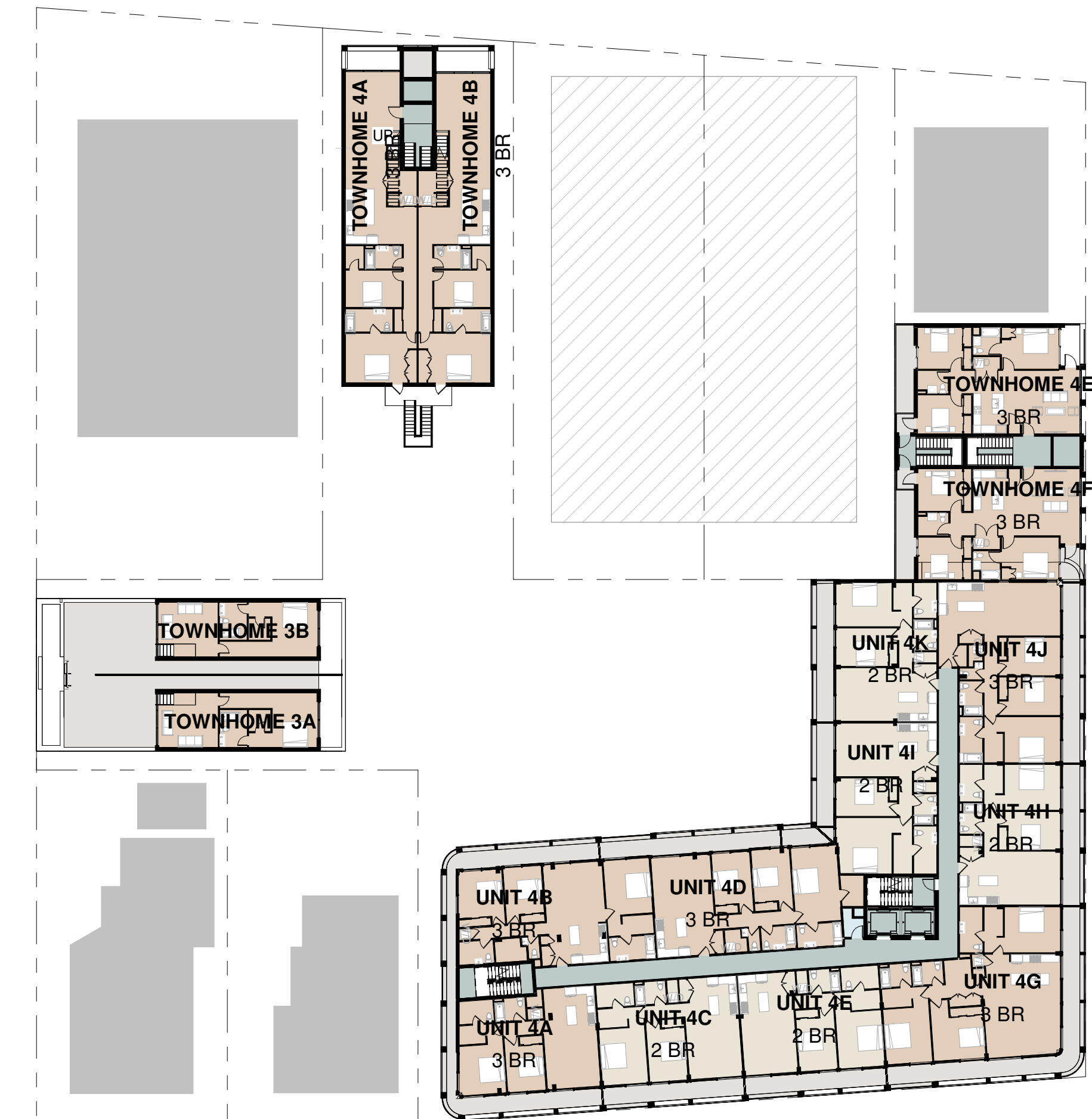
1 LEVEL 1
1" = 30'-0"



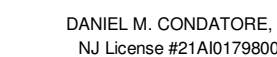
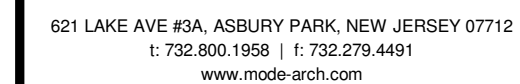
2 LEVEL 2
1" = 30'-0"



3 LEVEL 3
1" = 30'-0"



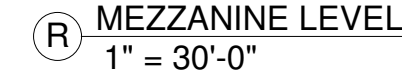
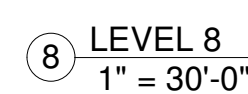
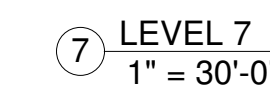
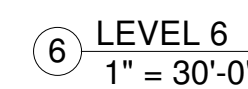
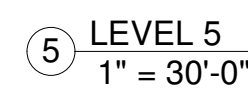
4 LEVEL 4
1" = 30'-0"

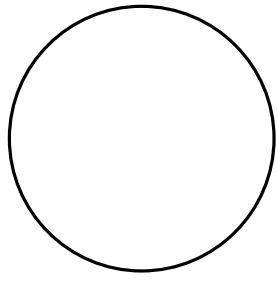


BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

SCHEMATIC FLOOR PLANS

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

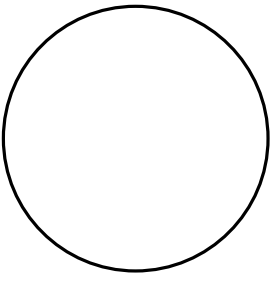
ELEVATION -
KINGSLEY

A12

DRAWN BY:
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① KINGSLEY STREET FRONTAGE
1" = 10'-0"



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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

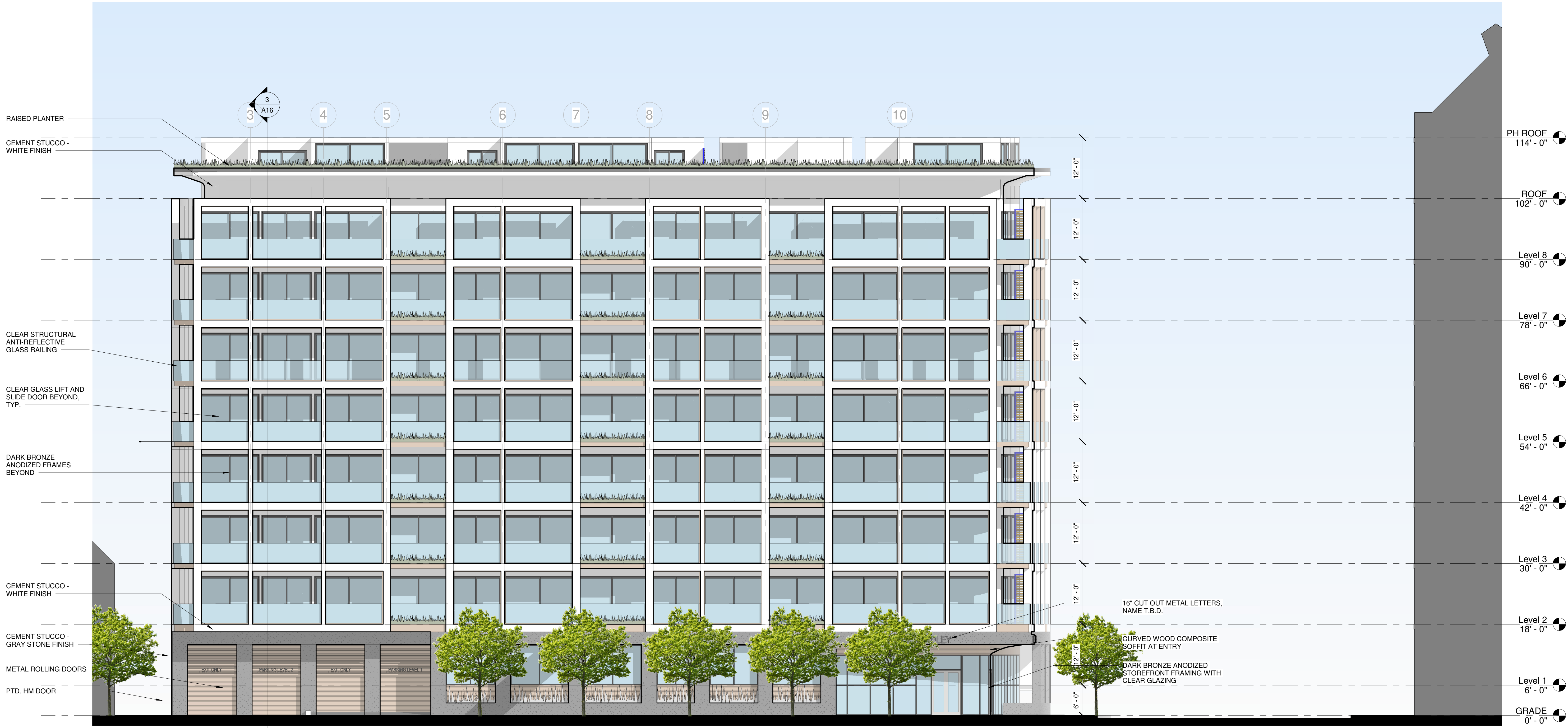
REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

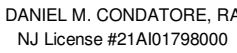
ELEVATION - 6TH
AVE

A13

DRAWN BY:
CHECKED BY: DMC



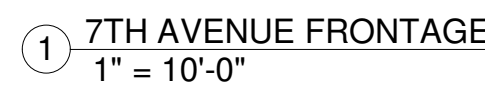
① 6TH AVENUE FRONTAGE
1" = 10'-0"



BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

ELEVATIONS - 7TH
AVE AND WEBB ST

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TOTAL WALL AREA:	18,611 SF
TOTAL FENESTRATION AREA:	10,615 SF
FENESTRATION PERCENTAGE:	57%
20% MIN. FENESTRATION REQUIRED - COMPLIES	

$$1/16'' = 1'-0''$$

$$1/16'' = 1'-0''$$

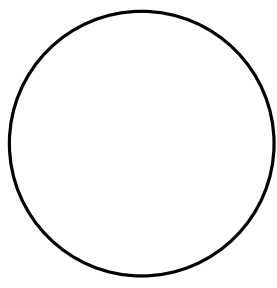
$$1/16'' = 1'-0''$$

$$1/16'' = 1'-0$$

PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

VOID-TO-SOLID CALCULATIONS

A15



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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

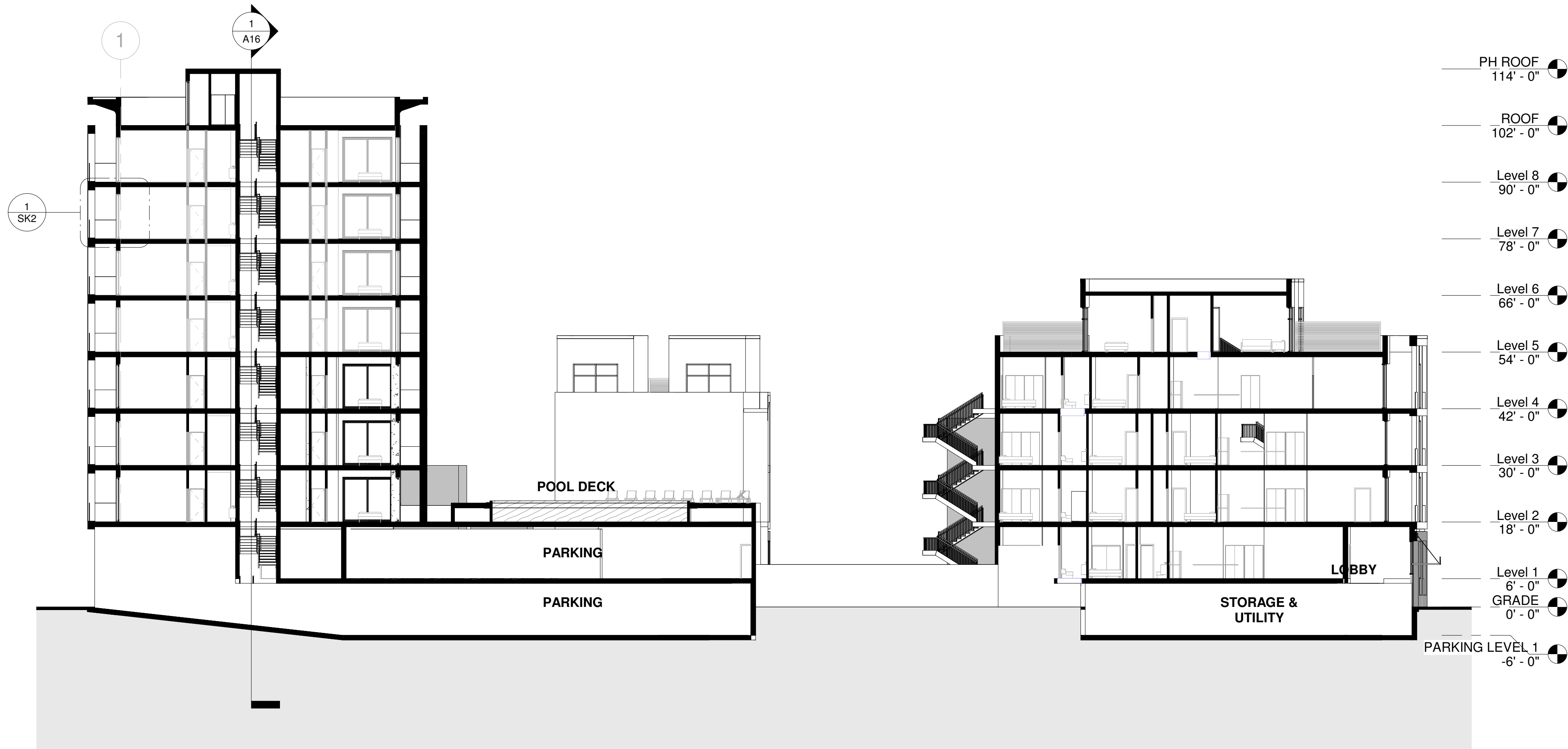
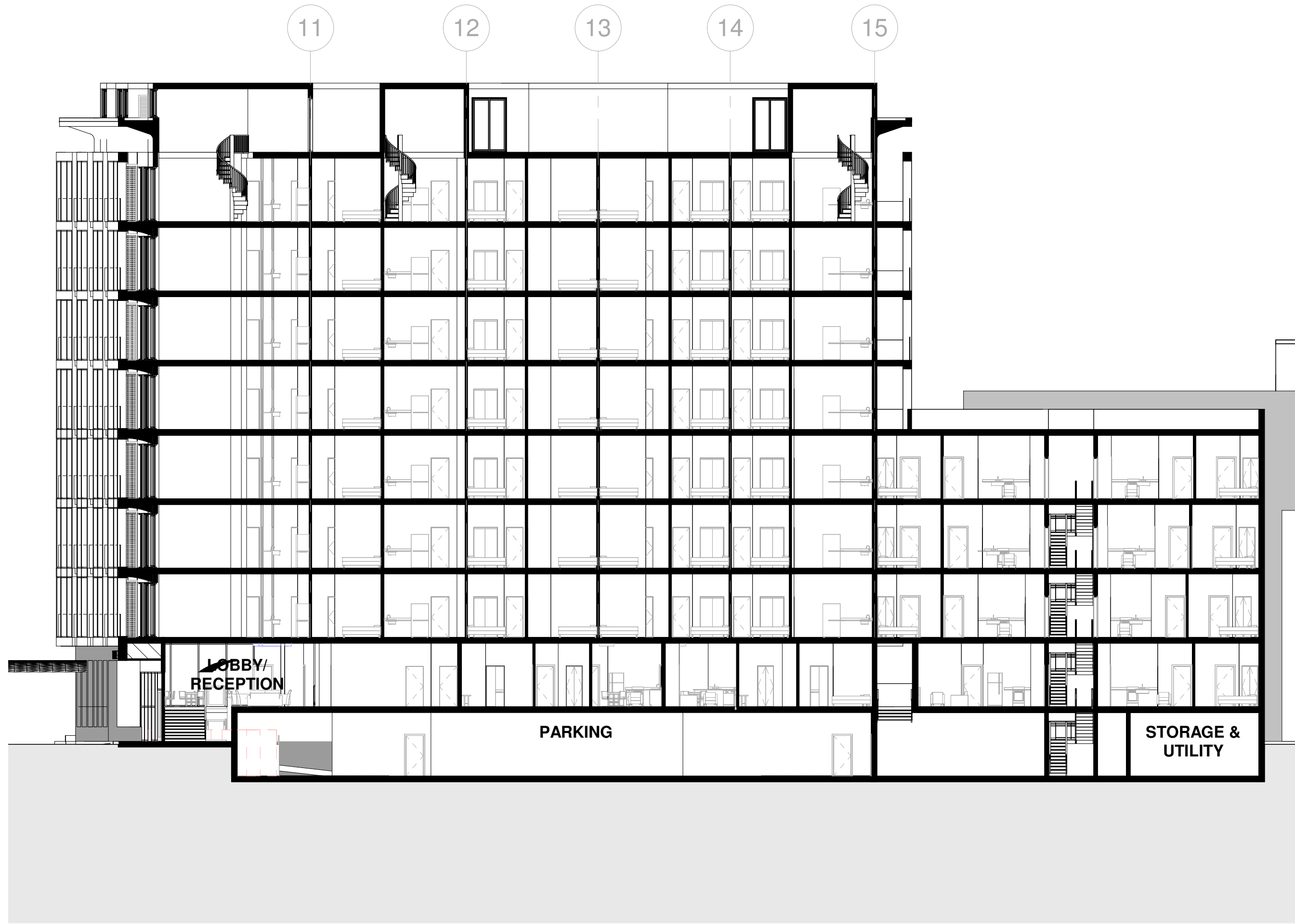
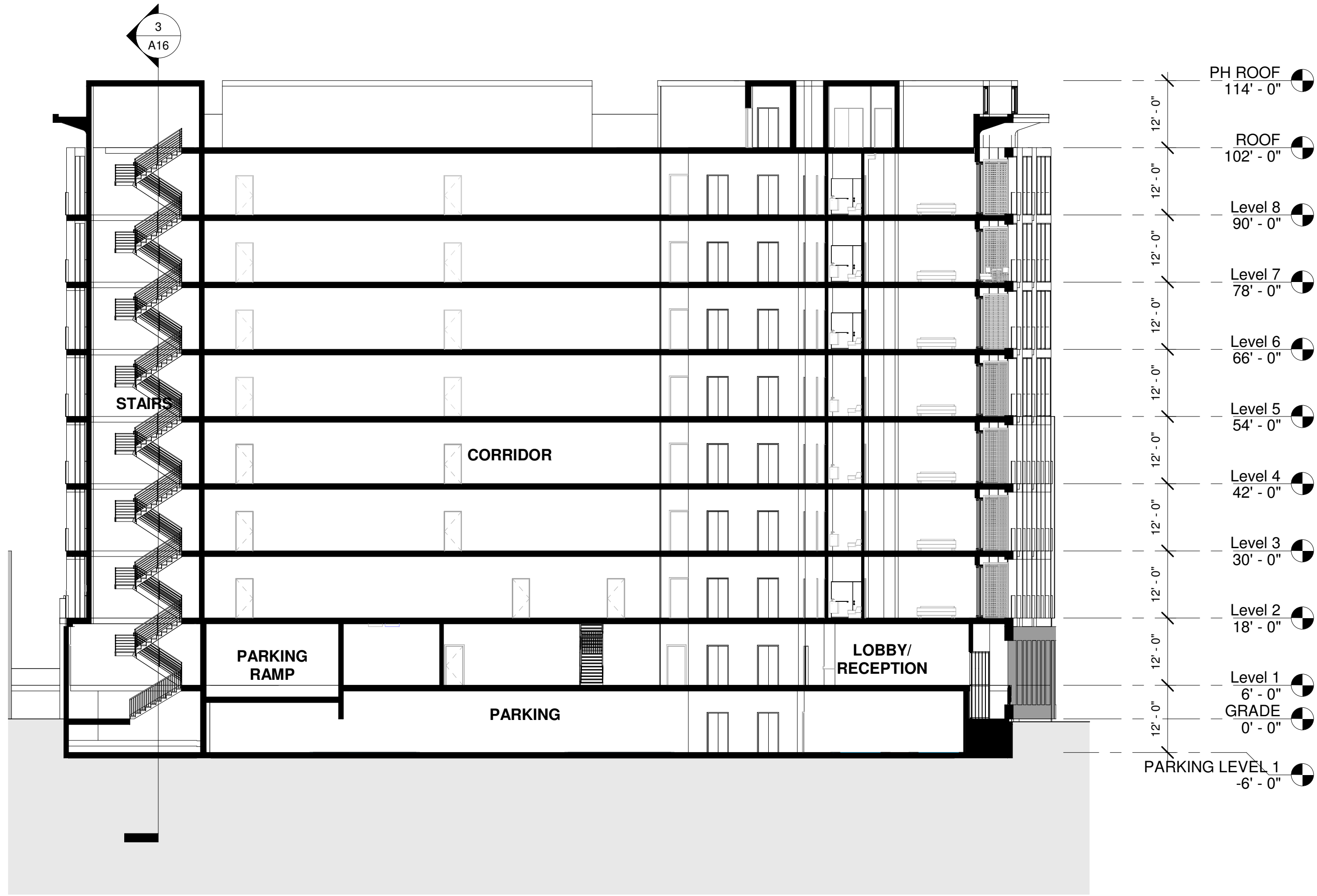
REVISIONS / ISSUES

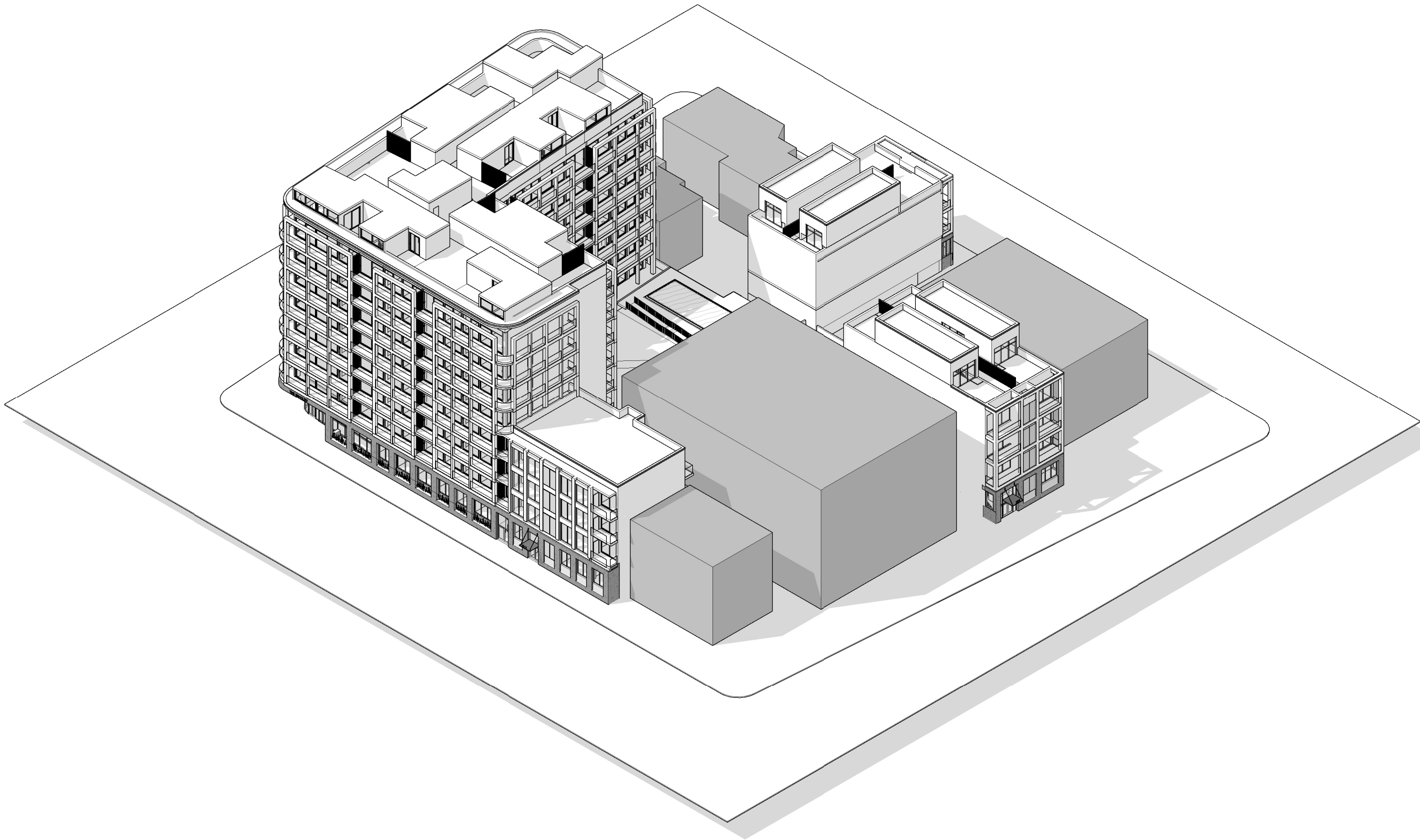
No.	Description	Date
REV.	SUB DEV AP	1/25/2024

BUILDING SECTIONS

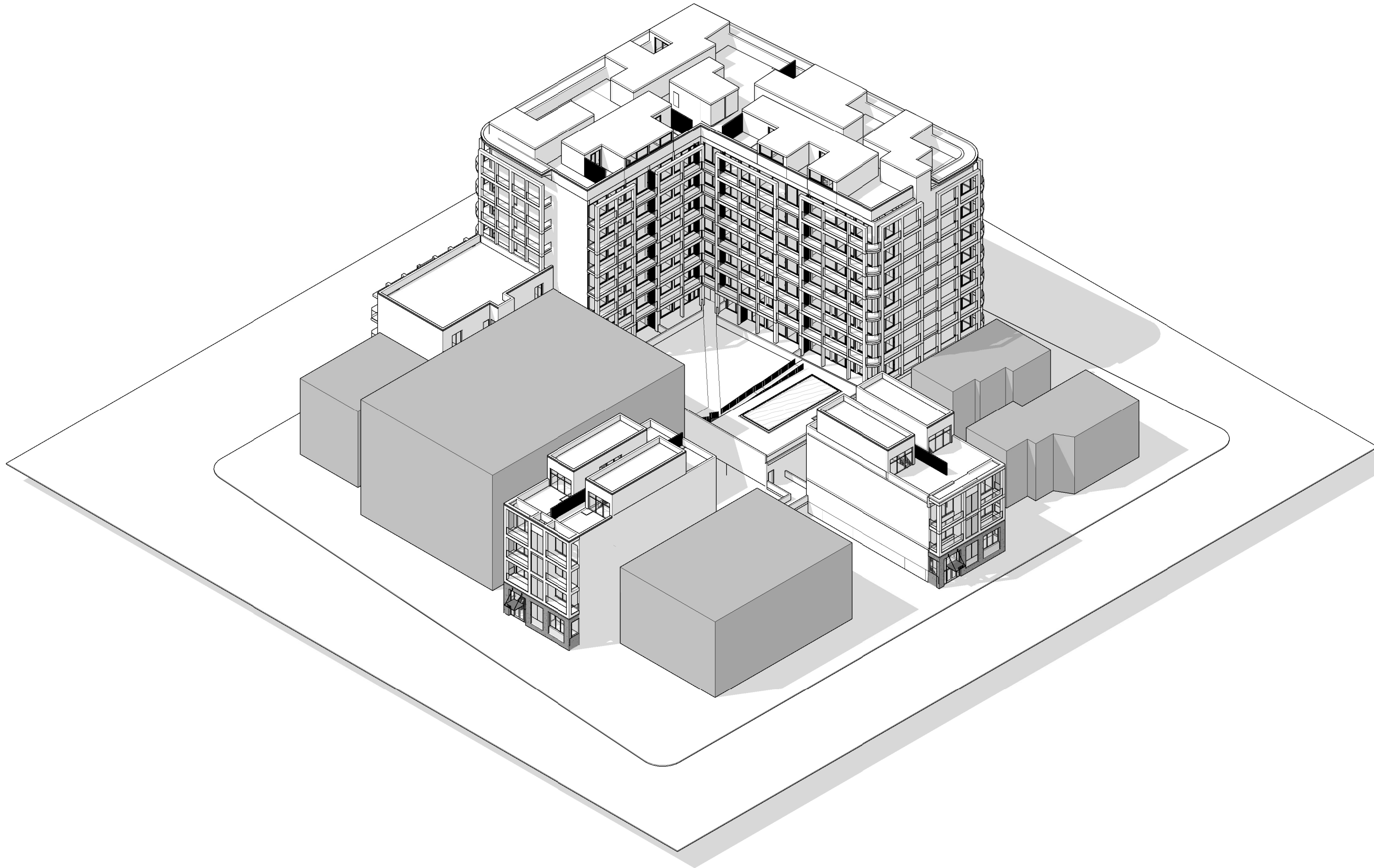
A16

DRAWN BY:
CHECKED BY: DMC

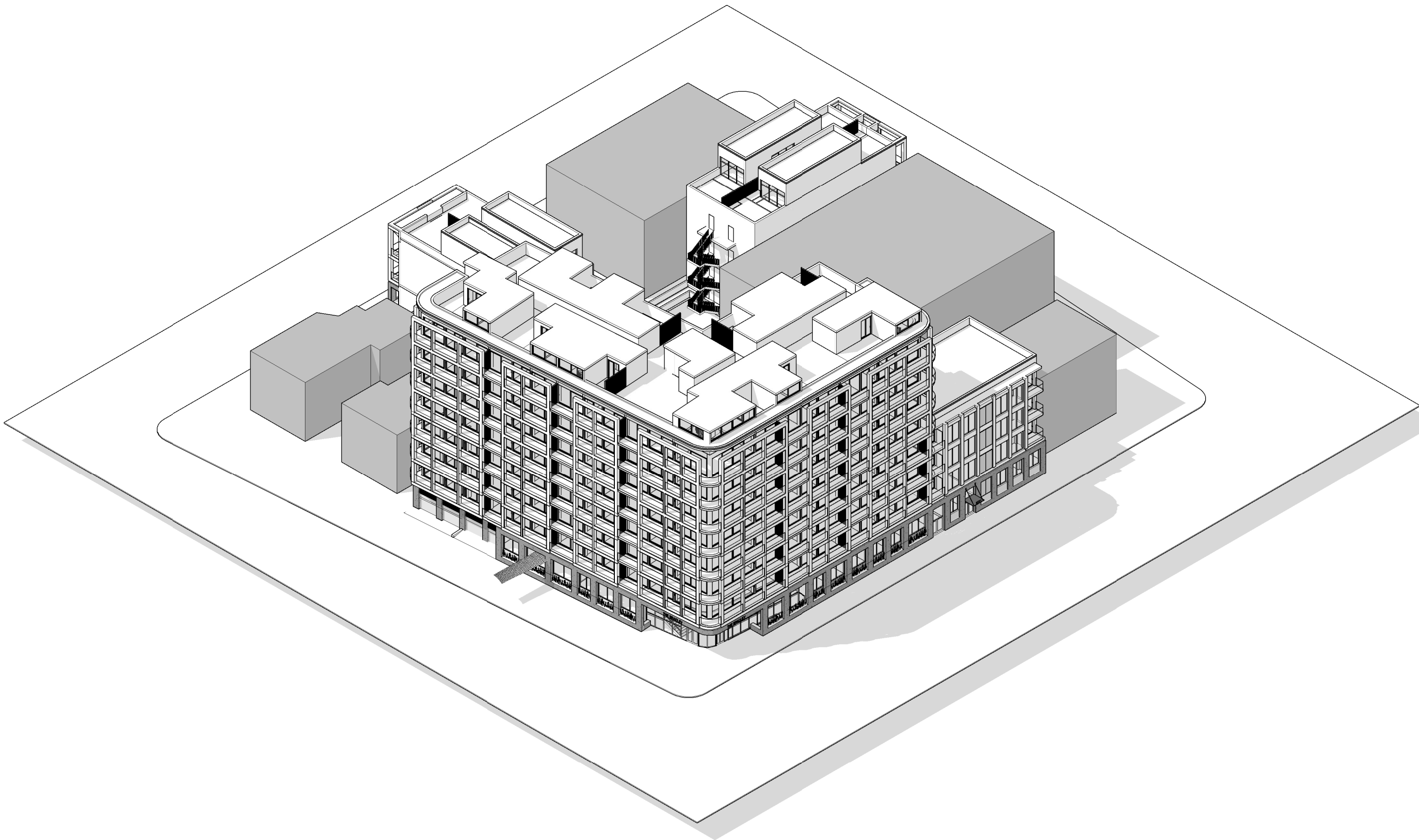




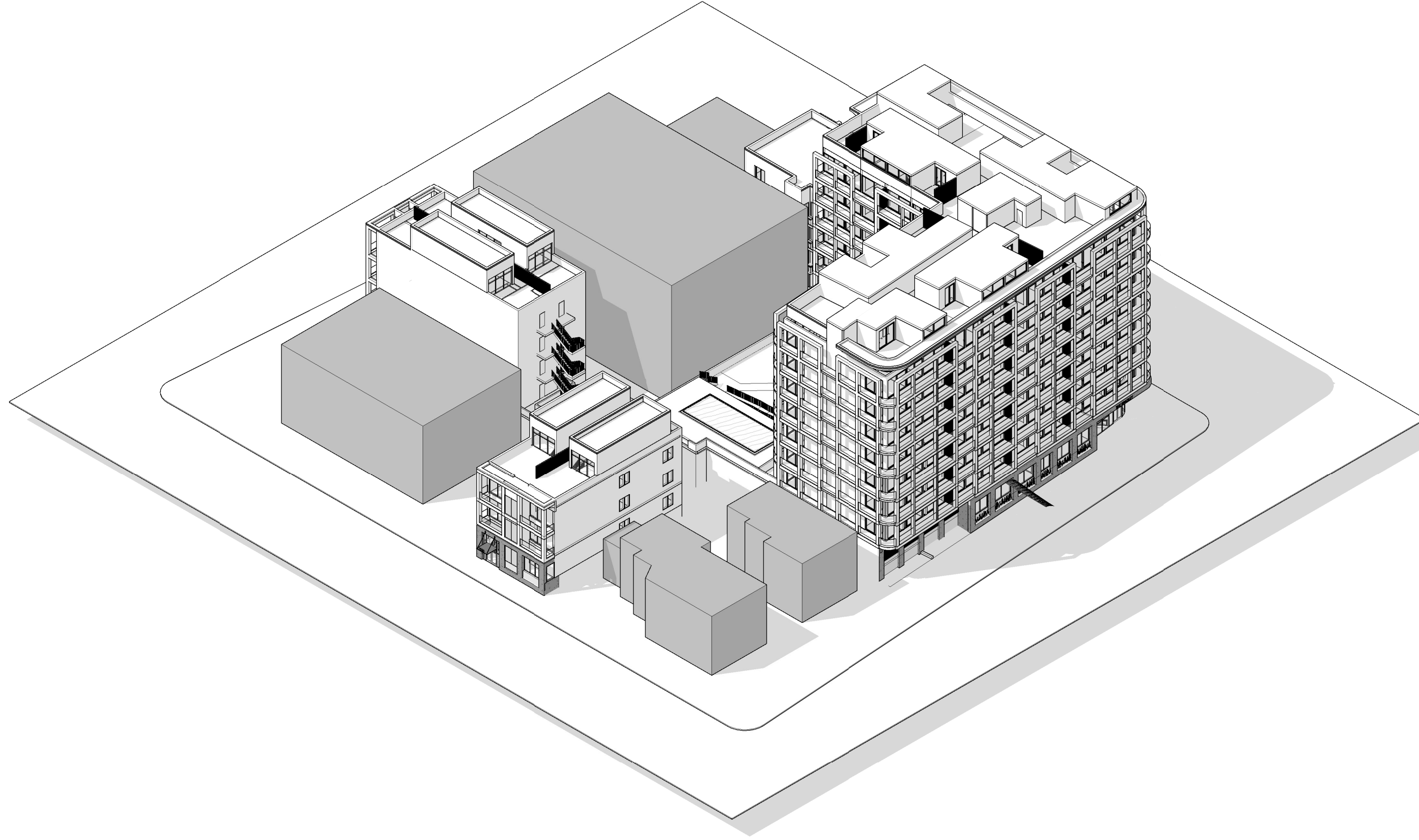
1 3D-NE



2 3D-NW



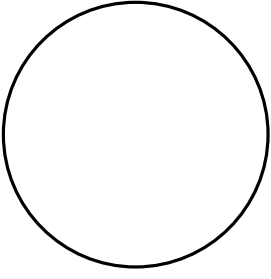
3 3D-SE



4 3D-SW

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PROPOSED CONDOMINIUM DEVELOPMENT
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REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

MASSING STUDIES

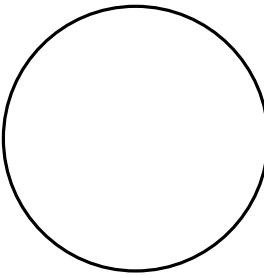
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A17



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REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

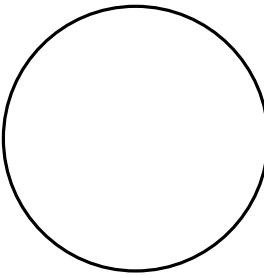
RENDERING

R1

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REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

RENDERINGS

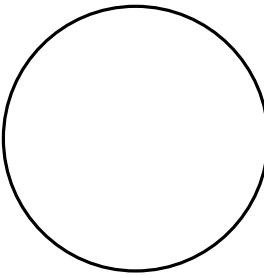
R2

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ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

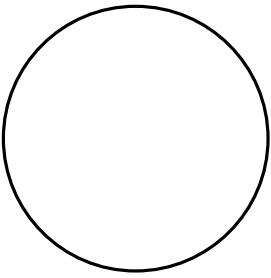
RENDERINGS

R3

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

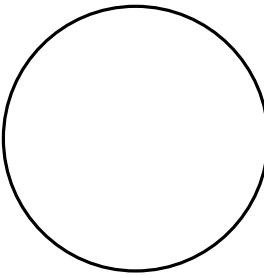
RENDERINGS

R4

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

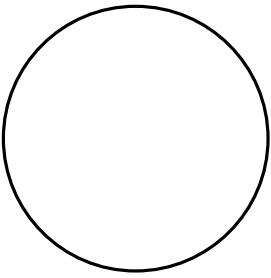
REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

RENDERINGS

R5

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

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ASBURY PARK, NJ 07712

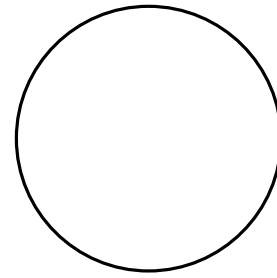
REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

RENDERINGS

R6

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

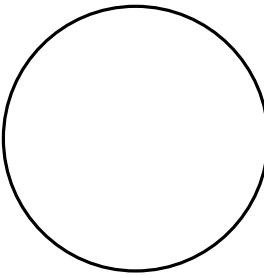
RENDERINGS

R7

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

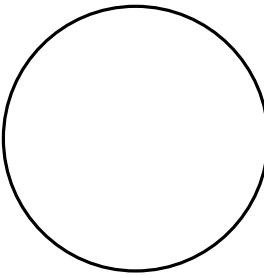
RENDERINGS

R8

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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

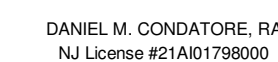
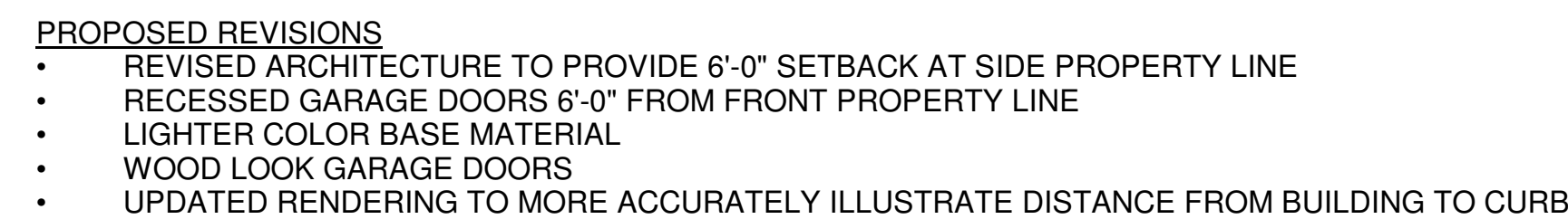
REVISIONS / ISSUES

No.	Description	Date
REV.	SUB DEV AP	1/25/2024

RENDERING

R9

DRAWN BY:
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PROPOSED CONDOMINIUM DEVELOPMENT
ASBURY PARK LUXURY APARTMENTS & RESORT, LLC

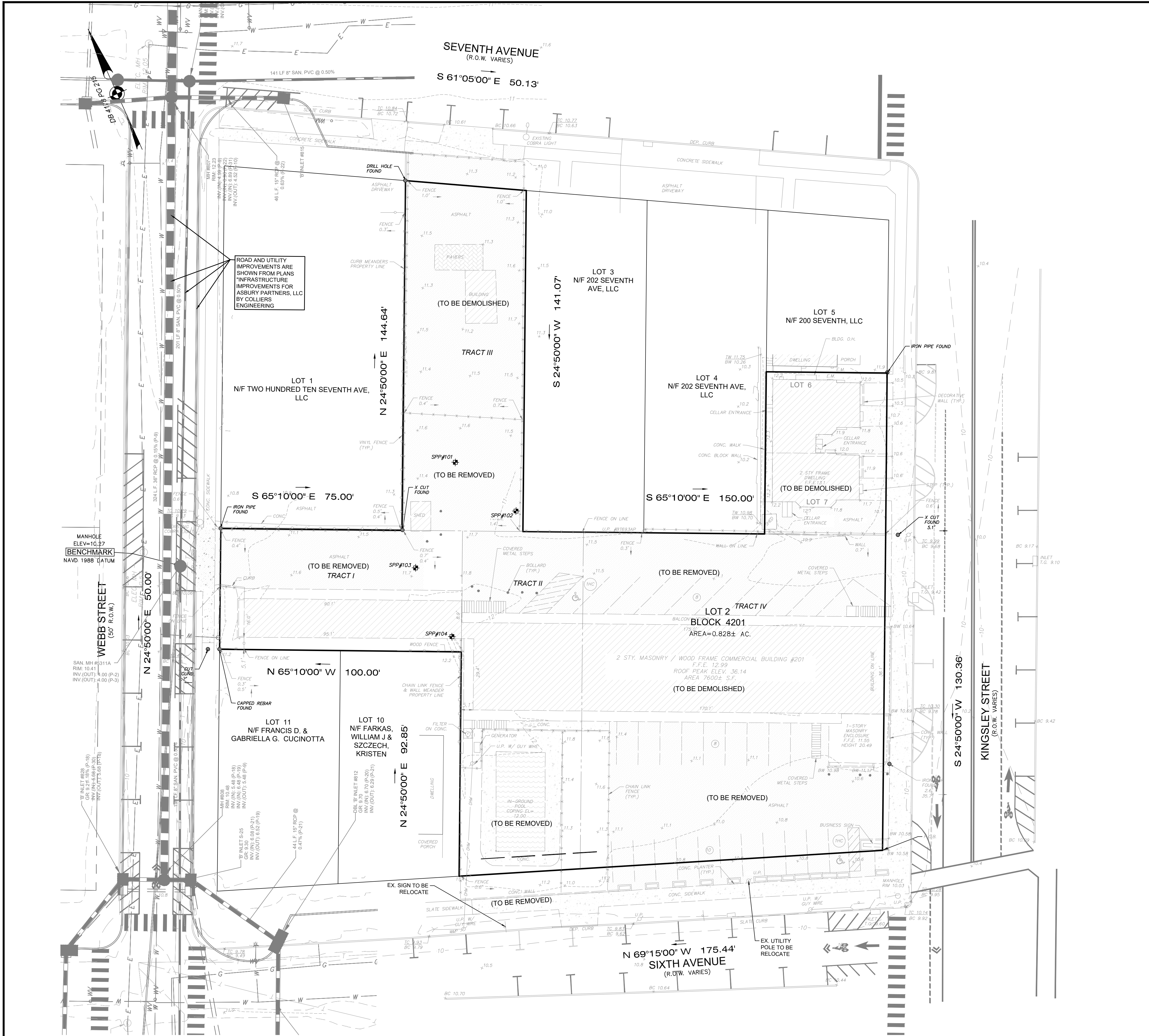
BLOCK 4201 LOTS 2, 6 & 7
ASBURY PARK, NJ 07712

[illegible]

PROPOSED
REVISIONS - 6TH
AND WEBB

R10

DRAWN BY:
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- LEGEND
- BOUNDARY LINE
 - LOT LINE
 - Face of Curb
 - DEPRESSED CURB
 - GAS LINE
 - CONTOURS MINOR
 - CONTOURS MAJOR
 - SPOT ELEVATION
 - BOTTOM OF CURB
 - TOP OF CURB
 - GRATE ELEVATION
 - GENERAL SIGN
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
 - GAS VALVE
 - SANITARY CLEAN OUT
 - MANHOLE
 - STORM DRAINAGE INLET
 - UTILITY POLE
 - GUY ANCHOR
 - LIGHT POLE
 - SINGLE HEAD LAMP

ALL EXISTING IMPROVEMENTS ON-SITE ARE TO BE REMOVED.

"THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON SITE CONTRARY TO THOSE DEPICTED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS."

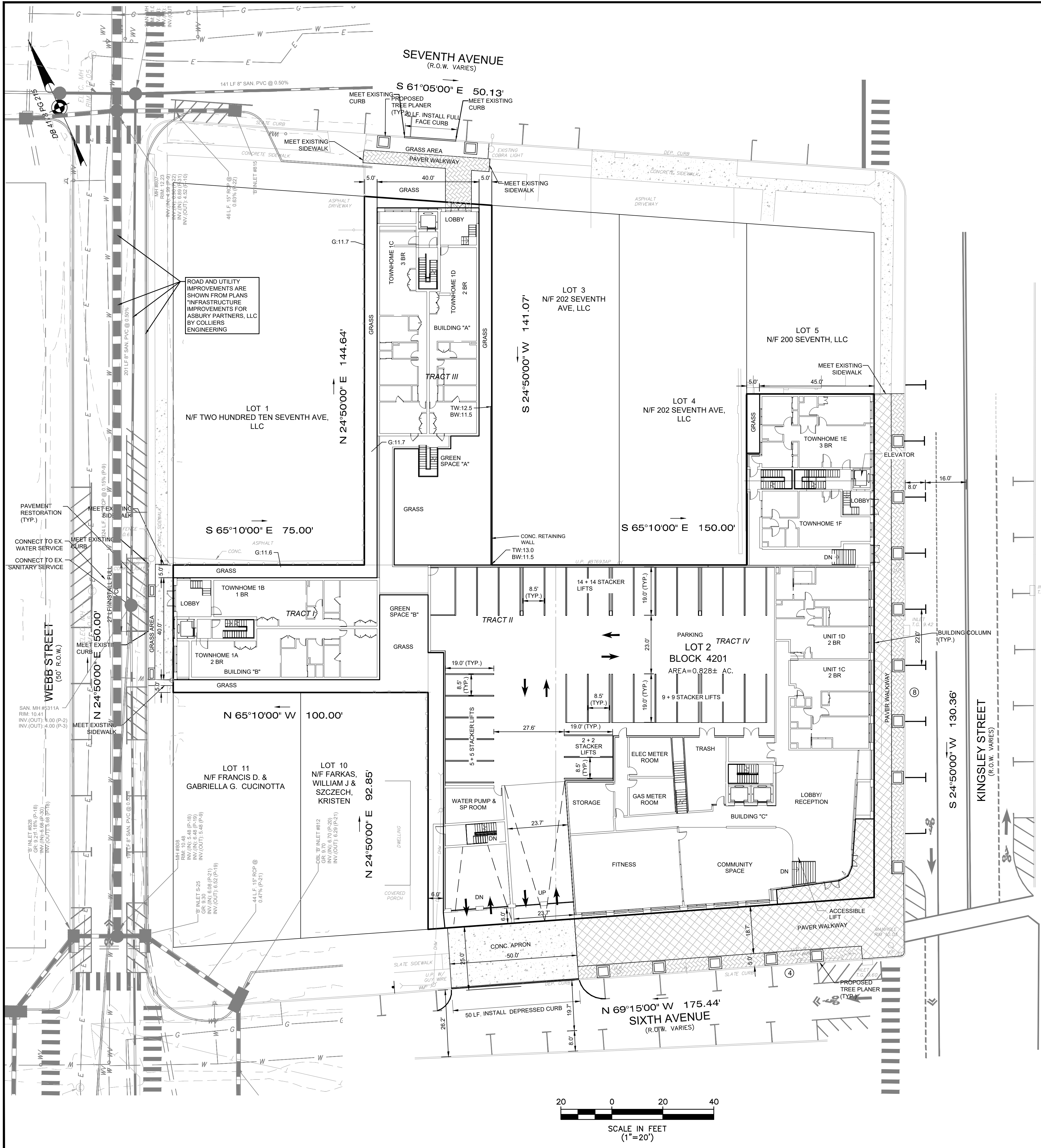
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engineering & surveying
P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691
www.morganengineeringllc.com

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NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

6	8/13/24	REV. PER NIDEP REVIEW EMAIL 6/6/24	PS
5	2/26/24	REV. PER NEW ARCHITECTURAL PLAN AND NIDEP	PS
4	9/6/23	REV. PER NIDEP STORMWATER REVIEW COMMENTS	PS
3	6/8/23	REV. PER NIDEP STORMWATER REVIEW COMMENTS	PS
2	3/15/23	REV. PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP
REV	DATE	DESCRIPTION	BY

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
EXISTING CONDITION &
DEMOLITION PLAN**
201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK
COUNTY OF MONMOUTH NEW JERSEY

Scale:	Drawn By:	Date:	Job #:	CAD File #:	Sheet #:
1"=20'	DS	1/3/23	E21-00755	SITE PLAN	2 of 10



PRIME RENEWAL REDEVELOPMENT ZONE REQUIREMENTS

	REQUIRED	PROVIDED
MIN. LOT AREA	15,000 S.F.	39,404 S.F.
MIN. LOT FRONTAGE:		
SIXTH AVENUE	100 FT.	175.44 FT.
KINGSLEY STREET	100 FT.	130.36 FT.
SEVENTH AVENUE	100 FT.	50.13 FT.*
WEBB STREET	100 FT.	50.00 FT.*
MAX. IMPERVIOUS COVERAGE	90%	(SEE CHART)
MIN. HERB AND SHRUB COVERAGE	5%	5%
MIN. TREE PLANTING	5%	5%
MAX. BUILDING HEIGHT	8 STORIES	8 STORIES
MAX. BUILDING UNITS	143 UNITS	94 UNITS

* - EXISTING NON-CONFORMING
** - VARIANCE REQUIRED

IMPERVIOUS COVERAGE

DESCRIPTION	EXISTING	PROPOSED
BUILDING	11,833 S.F.	34,252 S.F.
ASPHALT/PARKING AREA	22,707 S.F.	N/A
PAVER	212 S.F.	N/A
CONC.	2,078 S.F.	N/A
IMPERVIOUS LOT COVERAGE	36,830 S.F.	35,252 S.F.
LOT AREA		39,404 S.F.
TOTAL IMPERVIOUS LOT COVERAGE	93.5%*	86.93%

THE PROPOSED CALCULATIONS DO NOT INCLUDE THE GREEN ROOF WHICH PROPOSES AN ADDITIONAL 2,924 S.F. OF PERVIOUS SURFACES. INCLUDING THE GREEN ROOF AND OPEN SPACE AREAS WOULD BE A 20.49% REDUCTION OF IMPERVIOUS SURFACES.

PARKING REQUIREMENT CALCULATION:

REQUIRED 1.5 SPACES PER UNIT
PROPOSED 94 DWELLING UNITS
1.5 X 94 = 141 PARKING SPACES REQUIRED
LOWER LEVEL: 92 PARKING SPACES (INCLUDES 44 STACKER LIFTS)
(5 HANDICAPPED SPACES)
FIRST FLOOR: 60 PARKING SPACES (INCLUDES 30 STACKER LIFTS)
127 REQUIRED AFTER EV (ELECTRIC VEHICLE) DEDUCTION
152 PARKING SPACES PROVIDED

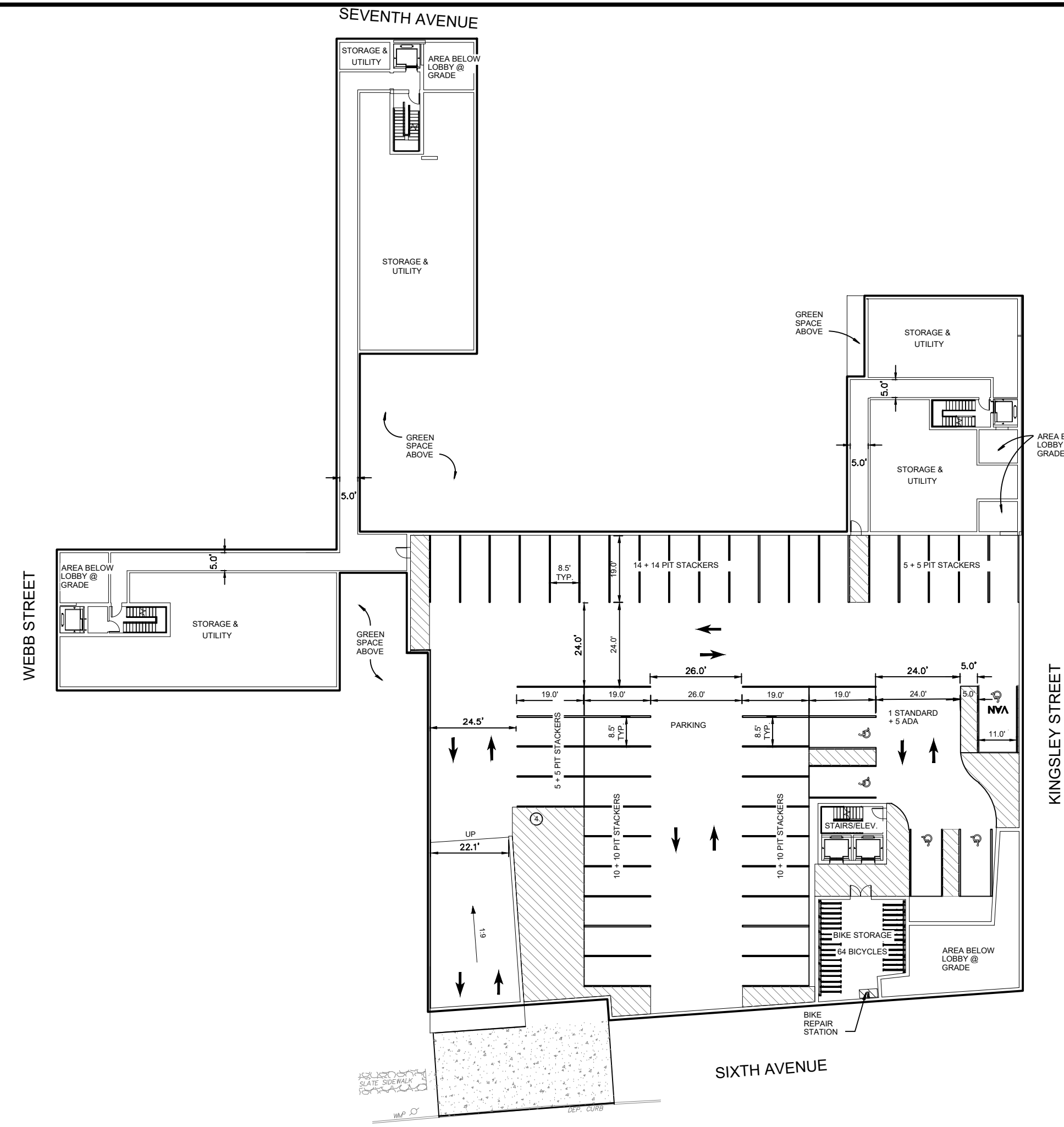
CERTIFICATE OF AUTHORIZATION: 24GA28228900

MORGAN
engineering & surveying

P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691
www.morganengineeringllc.com

MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

SELF PARKING LEVEL -1
SCALE: 1"=30'



6 8/13/24 REV. PER NJDEP REVIEW EMAIL 6/6/24 PS

5 2/26/24 REV. PER NEW ARCHITECTURAL PLAN AND NJDEP PS

4 9/6/23 REV. PER NJDEP STORMWATER REVIEW COMMENTS PS

3 6/6/23 REV. PER NJDEP STORMWATER REVIEW COMMENTS PS

2 3/15/23 REV PER FOOTPRINT DS

1 2/9/23 CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7 DAP

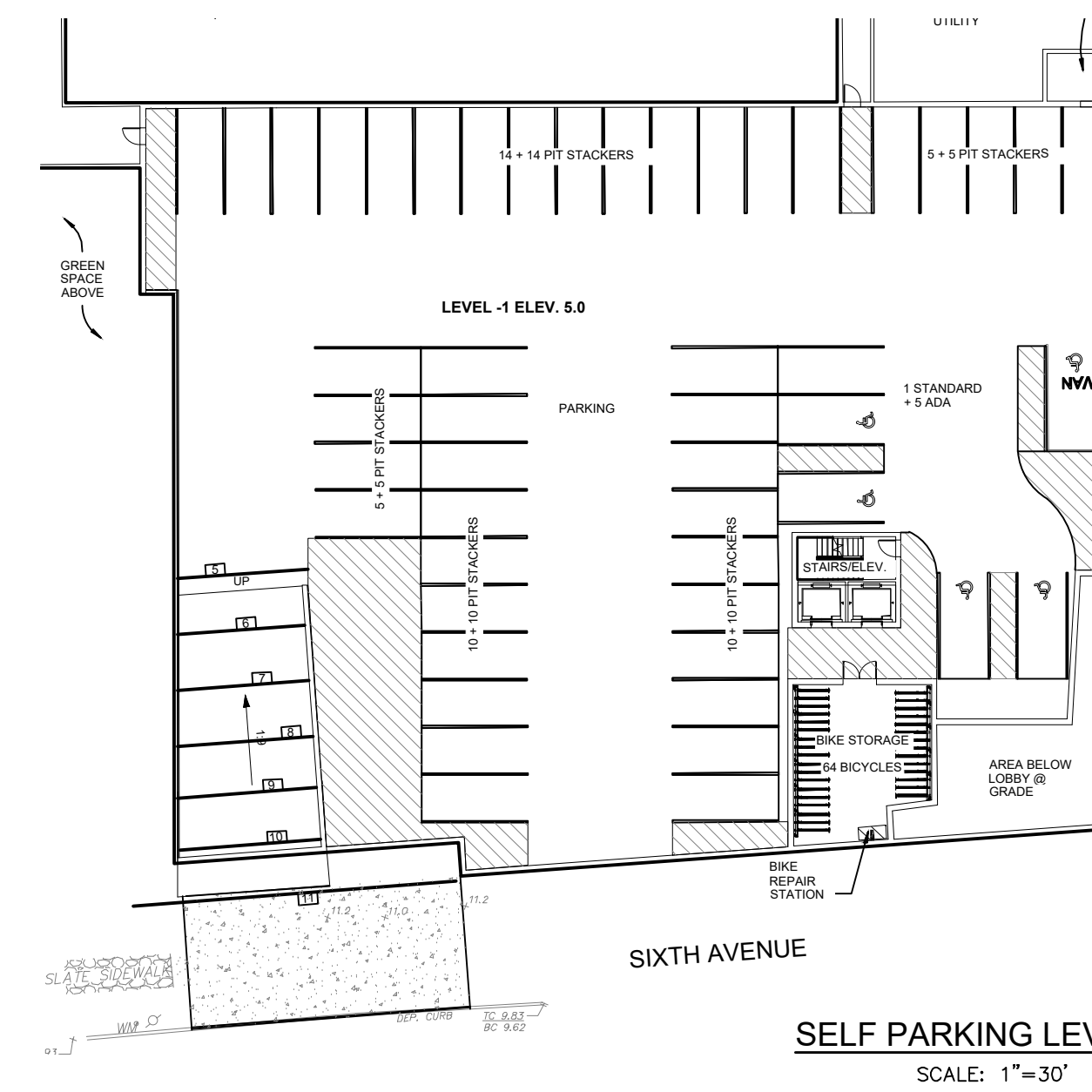
REV DATE DESCRIPTION BY

**PRELIMINARY AND FINAL
MAJOR SITE PLAN**

SITE PLAN

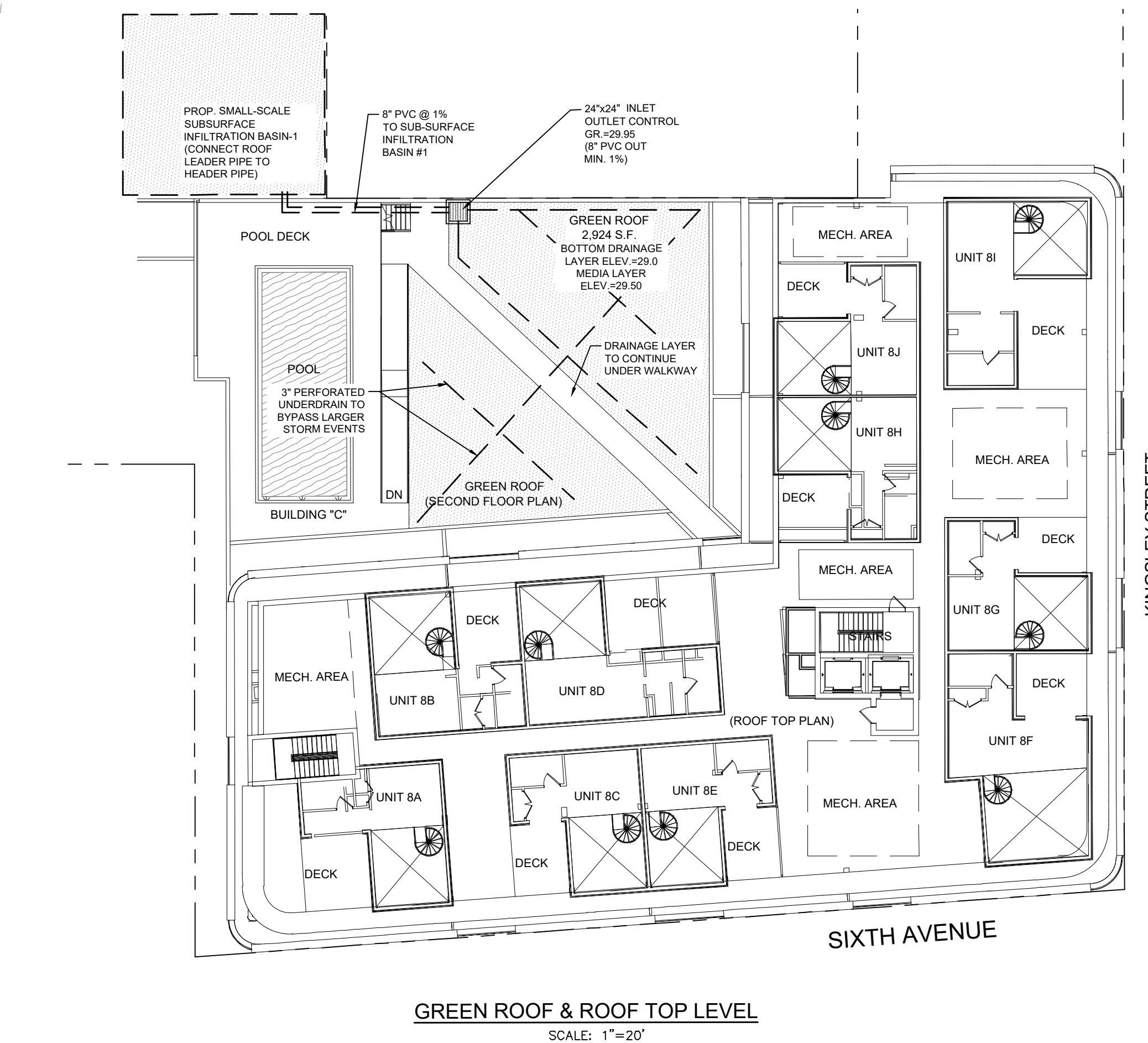
201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK
COUNTY OF MONMOUTH NEW JERSEY

Scale: 1"=20' Drawn By: DS Date: 1/3/23 JOB #: E21-00755 CAD File #: SITE PLAN Sheet #: 3 of 10

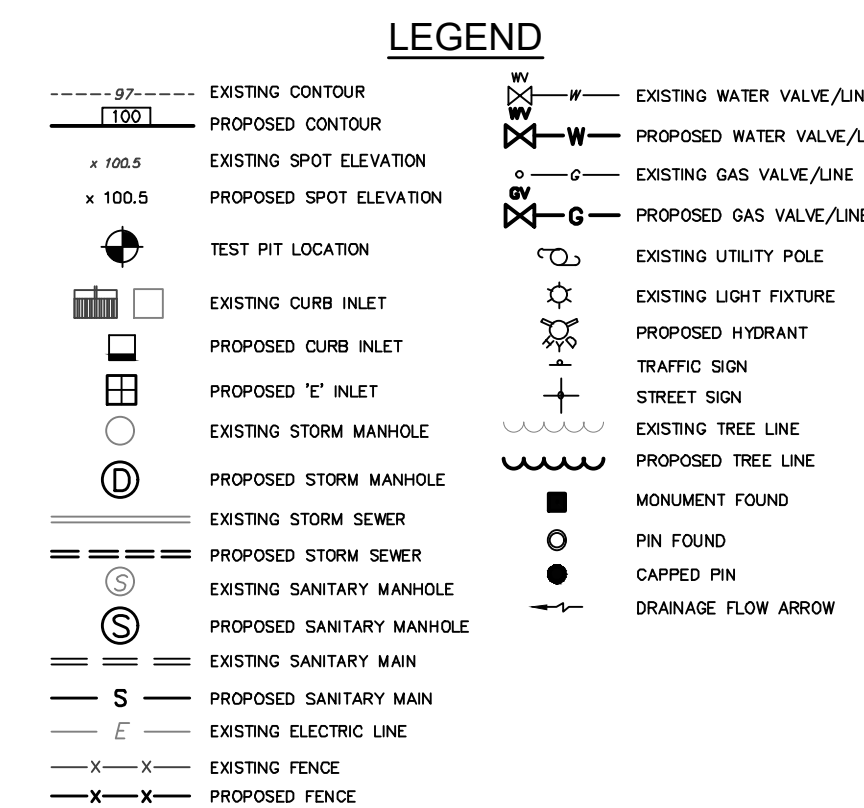


NOTES:

1. LEAF SCREENING SHALL BE INSTALLED ON EACH GUTTER AND/OR ROOF LEADER.
2. ROOF LEADERS TO BE DIRECTED INTO BASINS AND ROADWAY AS PER THE PROPOSED DRAINAGE AREA MAPS.
3. DRAINAGE AREAS 2-4 TO BE DIRECTED INTO BASIN #2.
4. DRAINAGE AREAS 3-5 TO BE DIRECTED INTO BASIN #1
5. DRAINAGE AREA 1 (BUILDING "A") TO BE DIRECTED TO THE 15" CONVEYANCE PIPING TO WEBB STREET.
6. DRAINAGE AREA 6-7-8-9 TO BE DIRECTED INTO SIXTH AVE AND KINGSLEY AVENUE ROADWAY.



GREEN ROOF & ROOF TOP LEVEL
SCALE: 1"=20'



"THE OWNER OR HIS/HER DESIGNATED REPRESENTATIVE SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF CONDITIONS ARE ENCOUNTERED ON-SITE CONTRARY TO THOSE DEPICTED ON THIS PLAN. THE UNDERSIGNED PROFESSIONAL SHALL BE GRANTED ACCESS TO THE SITE AND PROVIDED ADEQUATE TIME TO REVIEW AND, IF NECESSARY, AMEND THE DESIGN BASED UPON THE OBSERVED SITE CONDITIONS."



MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 5065

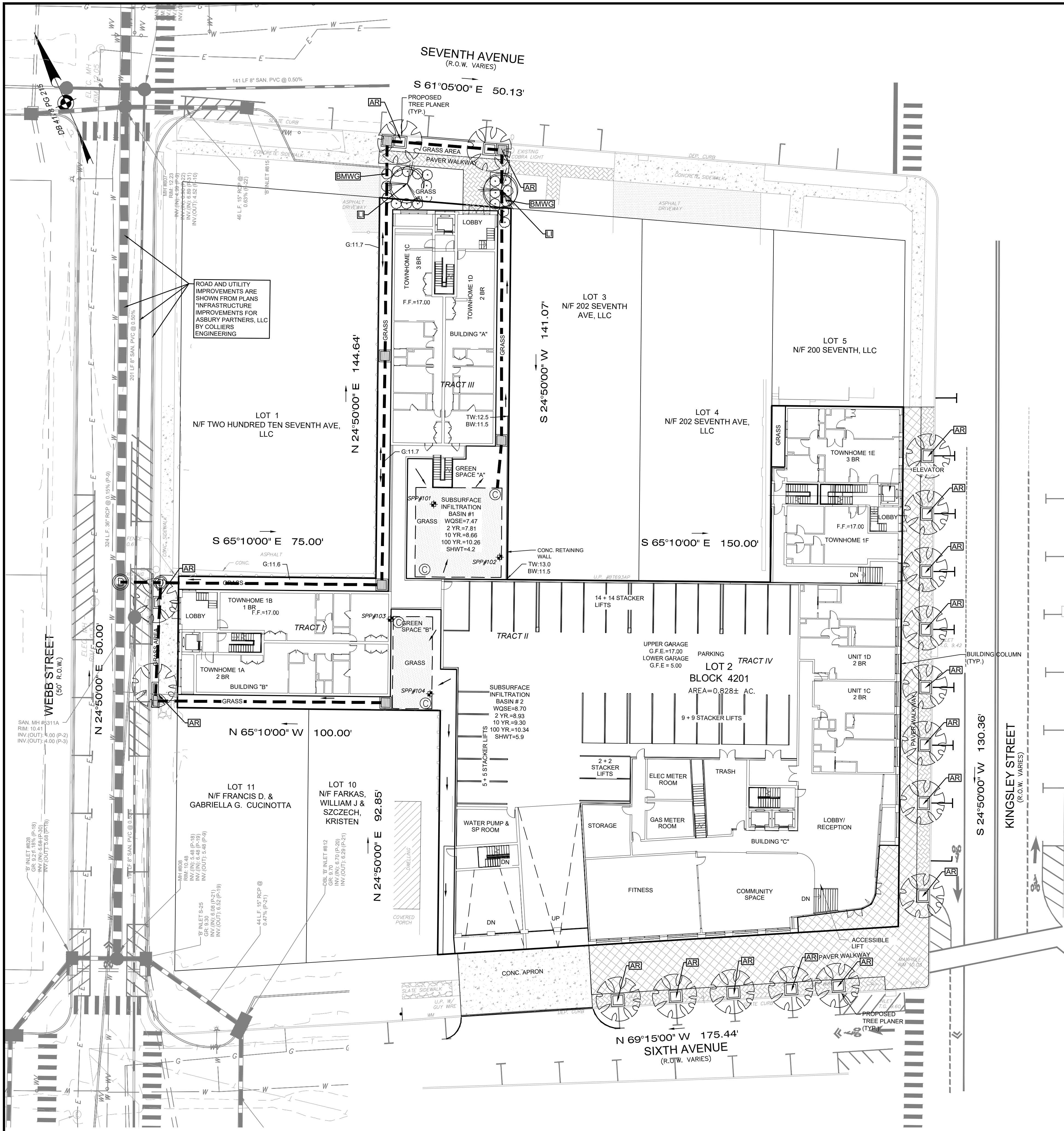
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2	3/15/23	REV PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP
REV.	DATE	DESCRIPTION	BY

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
GRADING & UTILITY PLAN**

201 6TH AVENUE
LOTS 2, 6 & 7 **BLOCK 4201**
CITY OF ASBURY PARK

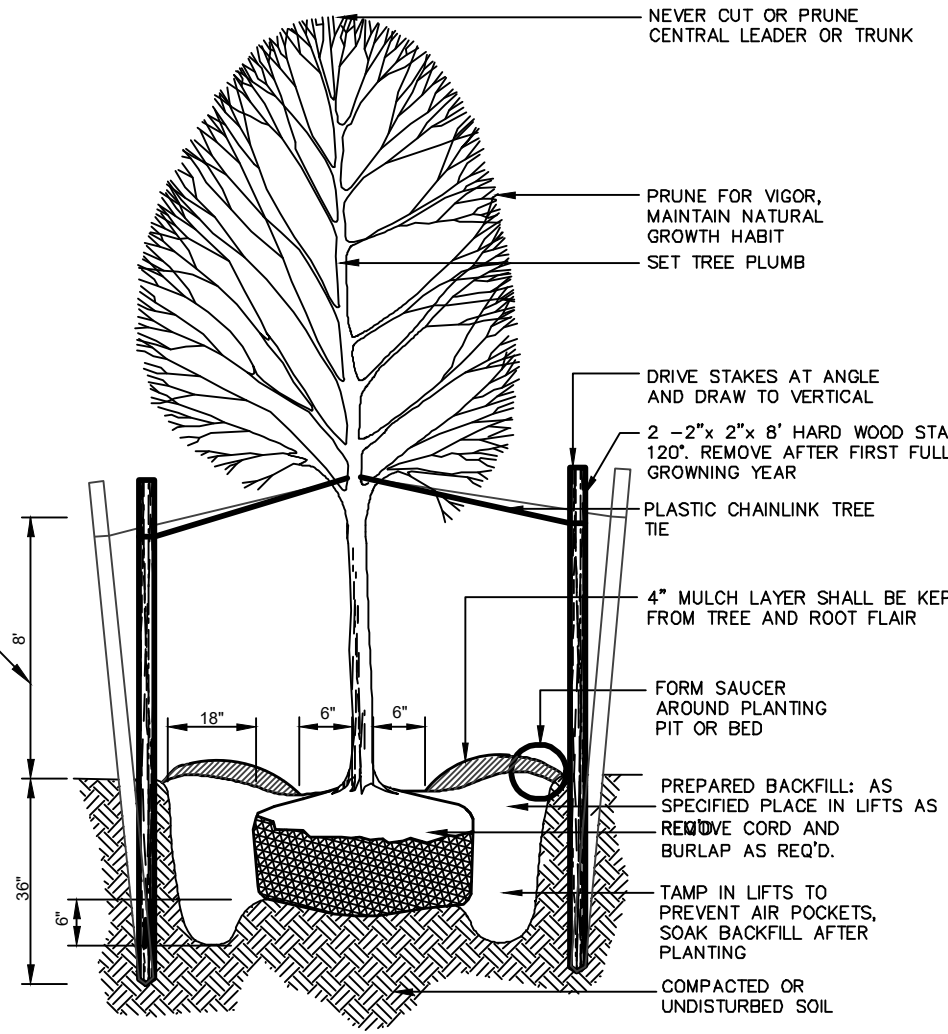
COUNTY OF MONMOUTH NEW JERSEY

Scale: 1"=20'	Drawn By: DS	Date: 1/3/23	JOB #: E21-00755	CAD File #: SITE PLAN	Sheet #: 4 of 10
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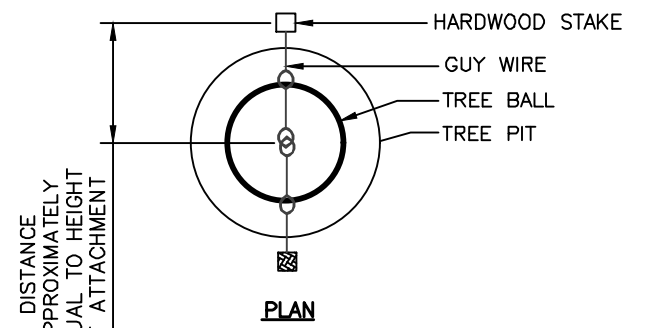
GENERAL PLANTING NOTES

1. THIS PLAN SHALL BE USED FOR LANDSCAPE PLANTING PURPOSES ONLY. EXAMINE ALL ENGINEERING DRAWINGS AND FIELD CONDITIONS FOR SPECIFIC LOCATIONS OF UTILITIES, STRUCTURES, ETC. AND NOTIFY THE UNDERSIGNED IN REFERENCE TO ANY DISCREPANCIES OR LOCATION CONFLICTS PRIOR TO PLANTING INSTALLATION.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN OR THE PLANT MATERIAL WILL BE UNACCEPTABLE. ALL PLANT MATERIAL SHALL BE TRUE TO SPECIES, VARIETY, SIZE AND BE CERTIFIED DISEASE AND INSECT FREE.
3. NO PLANT SUBSTITUTIONS SHALL BE PERMITTED WITH REGARDS TO SIZE, SPECIES, VARIETY, ETC. WITHOUT WRITTEN PERMISSION OF THE UNDERSIGNED OR BOROUGH OFFICIALS. WRITTEN PROOF OF PLANT MATERIAL UNAVAILABILITY MUST BE DOCUMENTED.
4. THE LOCATION OF ALL PLANT MATERIAL INDICATED ON THE LANDSCAPE PLANS IS APPROXIMATE. THE FINAL LOCATION OF ALL PLANT MATERIAL AND PLANTING BED LINES SHALL BE DETERMINED IN THE FIELD UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT. NO SHADE TREE, STREET TREE, ORNAMENTAL, FLOWERING TREE OR EVERGREEN TREE SHALL BE PLANTED CLOSER THAN 5' FROM ANY SIDEWALK, DRIVEWAY, CURB OR UTILITY LOCATION UNLESS SPECIFICALLY DIMENSIONED ON THE LANDSCAPE PLAN.
5. ALL STREET TREES AND SHADE TREES PLANTED NEAR PEDESTRIAN OR VEHICULAR ACCESS SHOULD NOT BE BRANCHED LOWER THAN 7'-0" ABOVE GRADE. ALL PLANT MATERIAL LOCATED WITHIN ANY SIGHT TRIANGLE EASEMENTS SHALL NOT EXCEED A MATURE HEIGHT OF 30' ABOVE THE ELEVATION OF THE ADJACENT CURB. ALL STREET TREES PLANTED IN ANY SIGHT TRIANGLE EASEMENTS SHALL BE PRUNED AS MENTIONED ABOVE.
6. THE PLANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT QUANTITY DISCREPANCIES OCCUR.
7. ALL PLANT MATERIAL SHALL BE PROPERLY GUYED, STAKED, WRAPPED AND PLANTED IN CONFORMANCE WITH THE TYPICAL PLANTING DETAILS. GUY WIRES SHALL BE ATTACHED TO THE TREE AT A HEIGHT OF TWO-THIRDS THE HEIGHT OF THE TREE AND SHOULD BE LOCATED AT POINTS SO NOT TO SPLIT THE TRUNKS OF MULTI-STEMMED TREES. PROVIDE THREE TREE STAKES PER TREE. UNLESS NOTED OTHERWISE, INSTALL ALL PLANT MATERIAL ON UNDISTURBED GRADE, PROVIDE BURLAP WRAPPING WITH A SOLE OVERLAP, CUT AND REMOVE BURLAP FROM TOP ONE-THIRD OF THE ROOT BALL.
8. PROVIDE PLANTING PITS AS INDICATED ON PLANTING DETAILS. BACKFILL PLANTING PITS WITH ONE PART EACH OF TOPSOIL, PEAT MOSS AND PARENT MATERIAL. IF NEET SOIL CONDITIONS EXIST THEN PLANTING PITS SHALL BE EXCAVATED AN ADDITIONAL 12" AND FILLED WITH SAND.
9. ALL PLANT MATERIAL SHALL BEAR THE SAME RELATION TO FINISHED GRADE AS IT BORE TO EXISTING GRADE.
10. NEWLY INSTALLED PLANT MATERIAL SHALL BE WATERED AT THE TIME OF INSTALLATION. REGULAR WATERING SHALL BE PROVIDED TO ENSURE THE ESTABLISHMENT, GROWTH AND SURVIVAL OF ALL PLANTS.
11. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE BY THE UNDERSIGNED.
12. ALL PLANTING BEDS SHALL RECEIVE 4" OF SHREDDED HARDWOOD BARK.



DECIDUOUS TREE PLANTING

N.T.S.



- NOTE:
1. CENTRAL LEADER SHALL NOT BE CUT
 2. ON SLOPES, PLACE SINGLE STAKE DOWNHILL
 3. CONTRACTOR SHALL PARTIALLY FILL W/ WATER A REPRESENTATIVE # OF PITS IN EACH AREA OF THE PROJECT PRIOR TO PLANTING TO DETERMINE IF THERE IS ADEQUATE PERCOLATION. IF THE PIT DOESN'T PERCOLATE, MEASURE MUST BE TAKEN TO ASSURE PROPER DRAINAGE BEFORE PLANTING.
 4. CONTRACTOR SHALL REMOVE STAKING, GUYING, & WRAP AT END OF GUARANTEE PERIOD. ALL PLANTING MUST BE GUARANTEED FOR ONE FULL GROWING SEASON FROM THE TIME OF FINAL ACCEPT. BY THE TOWNSHIP ENGINEER.

PLANT SCHEDULE

QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE/COMMENT
17	AR	ACER RUBRUM	OCTOBER GLORY MAPLE	3"- 3 1/2" CAL. B&B, FULL
2	LI	LAGERSTROEMIA INDICA	CRAPPE MYRTLE	8-10" B&B
20	BMWG	BUXUS MICROPHYLLA 'WINTER GEM'	WINTER GEM BOXWOOD	2 GAL.

LANDSCAPE NOTE:

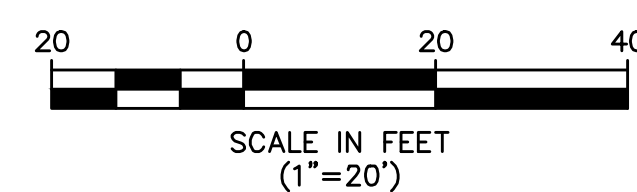
1. SEE STORMWATER MANAGEMENT DETAIL SHEET FOR PROPOSED GREEN ROOF PLANTING LEVEL DETAIL.

SHRUB PLANTING DETAIL

N.T.S.

- REMOVE BURLAP AND CORD FROM TOP 1/2 ROOTBALL
- PRUNE FOR VIGOR MAINTAIN NATURAL GROWTH HABIT
- SET PLANT IN PLUMB POSITION
- 4" MULCH LAYER
- FORM SAUCER AROUND PLANTING PIT OR BED
- BACKFILL AS NOTED
- 3" VERTICAL CUTS 1/2" DEEP, SPACED 120"
- BURLAP TO REMAIN LOOSENED FROM TOP OF BALL
- COMPACTED OR UNDISTURBED SOIL

ANNUALS AND PERENNIALS TO USE CONTAINER PLANT CONDITION



CERTIFICATE OF AUTHORIZATION: 24GA28228900

MORGAN
engineering & surveying

P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691
www.morganengineeringllc.com

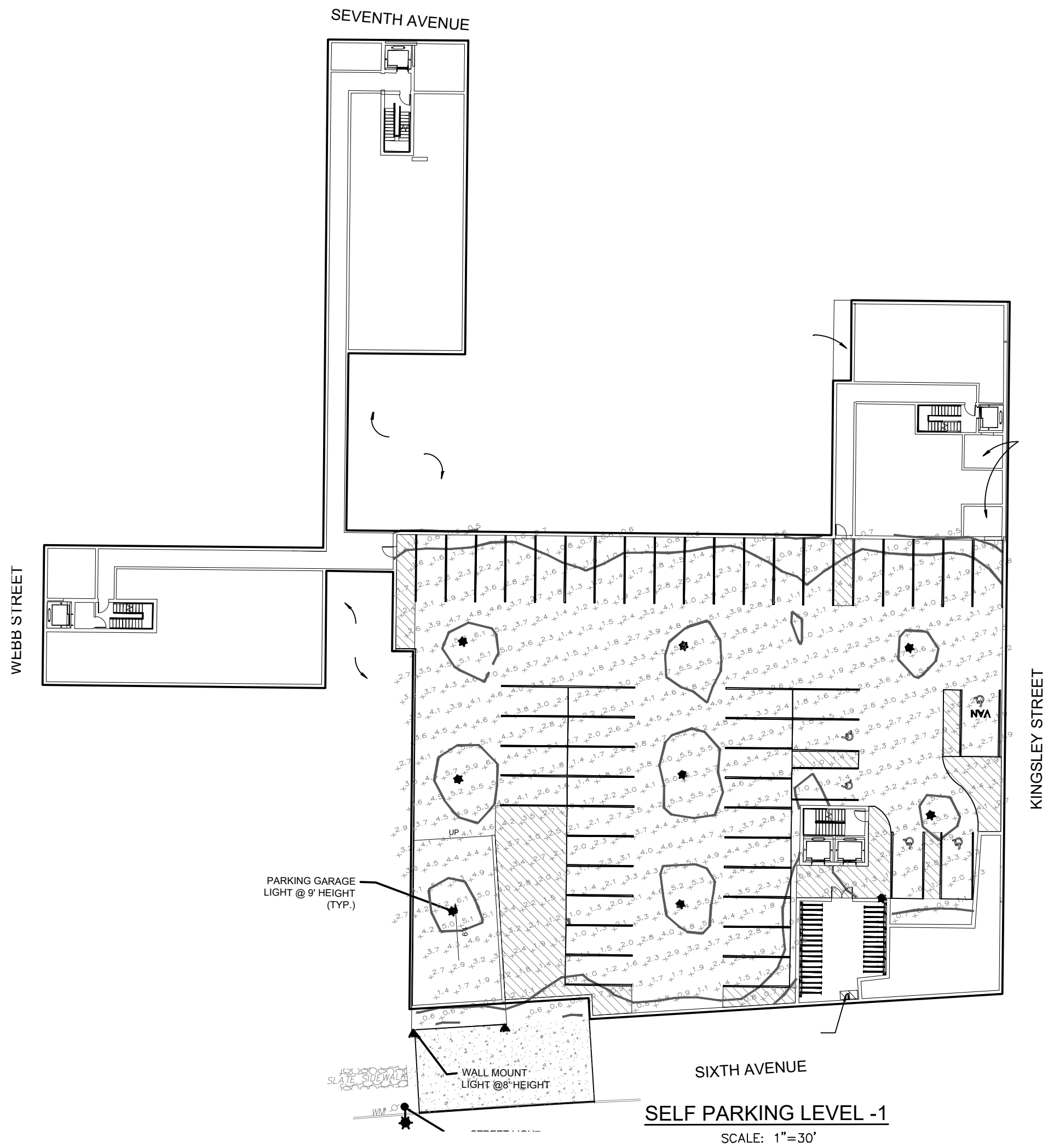
MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

PRELIMINARY AND FINAL
MAJOR SITE PLAN
LANDSCAPE PLAN

201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK

COUNTY OF MONMOUTH NEW JERSEY

REV	DATE	DESCRIPTION	BY
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Schedule							
Quantity	Manufacturer	Catalog Number	Description	Lamp	Lumens Per Lamp	Wattage	Height
2	LITHONIA LIGHTING (WALL MOUNT)	OLCS 8 WH	OUTDOOR CAST SCIENCE WIDR3 PROSTED LENS, WHITE	LED	Absolute	8.9	8 FT.
13	LITHONIA LIGHTING (PARKING GARAGE)	DSXPGT LED 40C 530 50K T5W MVOLT	DSXPGT PARKING GARAGE FIXTURE WITH 4 LIGHT ENGINE, 530MA, 5000K, TYPE 5W OPTICS.	LED	Absolute	74.0	9 FT.
8	HOLOPHANE (STREET LIGHT)	DSXPGT LED 40C 530 50K T5W MVOLT	GLASWIKERS LUMINESCENT LED HALLBORG EXTENDED P70 PERFORMANCE PACKAGE, 3000K CCT, ASYMMETRIC DISTRIBUTION, WITH HOUSE SIDE SHIELD	LED	Absolute	151.0	18 FT.

[illegible][illegible][illegible]

LIGHTING TO BE AS SPECIFIED OR APPROVED EQUAL

LIGHTING TO BE AS SPECIFIED OR APPROVED EQUAL

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a **shaded background**. DTL DLI equipped luminaires meet the A+ specification for luminaire to photocoil interoperability
- This luminaire is part of an A+ Certified solution for ROAM® Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **shaded background**

To learn more about A+, visit www.acuitybrands.com/aplus.

1. See ordering tree for details.

2. A+ Certified solution for ROAM requires the order of one A+ capable luminaire. Sold Separately

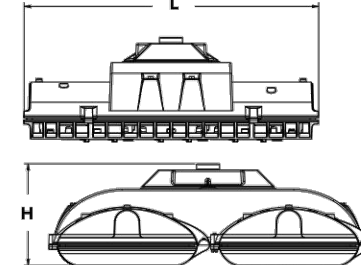
[Link to ROAM](#); [Link to DTL DLI](#).

Length: 17-3/4"
(45.7 cm)

Width: 19-9/16"
(49.7 cm)

Height: 6-3/16"
(15.7 cm)

Weight (max): 33 lb
(15.0 kg)



EXAMPLE: DSXPGT LED 60C 700 40K T5E MVOLT DWHXD

Series		LEDs	Drive current	Color temperature	Diminution	Wavelength	Mounting
DSOPT LED	40C	40 LEDs (four strings)	530 530 mA	30K 3000 K	T5E Type K, entryway	4700 ¹ 277V ²	Shipped included (blank) Pendant or surface mount (36 inch length supply leads) ³
	60C	60 LEDs (six strings)	700 700 mA	40K 4000 K	T5W Type K, medium	120 ³ 342 V ³	
			1000 1000 mA (1 A)	50K 5000 K	T5W Type K, wide	208 ³ 480 V ³	
				AMBC Amber phosphor converted	T5R Type K, rectangular	240 ³	
				Asymmetric			

Staged experiment				Field experiment	
IS	Plot 1: no seedling ^a	FEUCF01	Males: no seedling or for 15–37 mounting heights and lateral appendages requiring slight bending or for 28–34 cm height ^a	DMSD	White
IS	Plot 2: three seedlings (heaviest seed) ^a	FEUCF02	Males: no seedling or for emergency seeds in 6–10 flowering height ^a	DMSD	Black
IS	Plot 3: single seed (120, 177, 240) ^a	FEUCF03	Males: no seedling or for emergency seeds in 6–10 flowering height ^a	DMSD	Dark brown
IS	Plot 4: double seed (200, 240, 400) ^a	FEUCF04	Males: no seedling or for emergency seeds in 6–10 flowering height ^a		
IS	Plot 5: no seedling or for 15–37 mounting heights ^a	SP	Separate sex protection		
FEU	Males: no seedling or for 15–37 mounting heights ^a				
FEUCF	Males: no seedling or for 15–37 mounting heights and lateral appendages requiring slight bending or for 28–34 cm height ^a				



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N.T.S.

LIGHTING TO BE AS SPECIFIED OR APPROVED EQUAL

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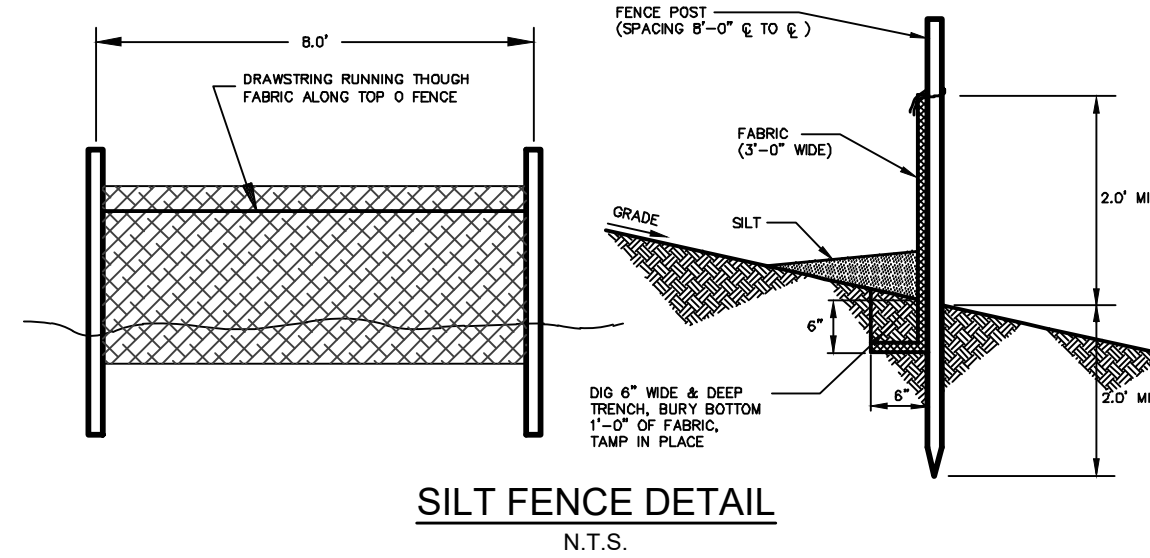
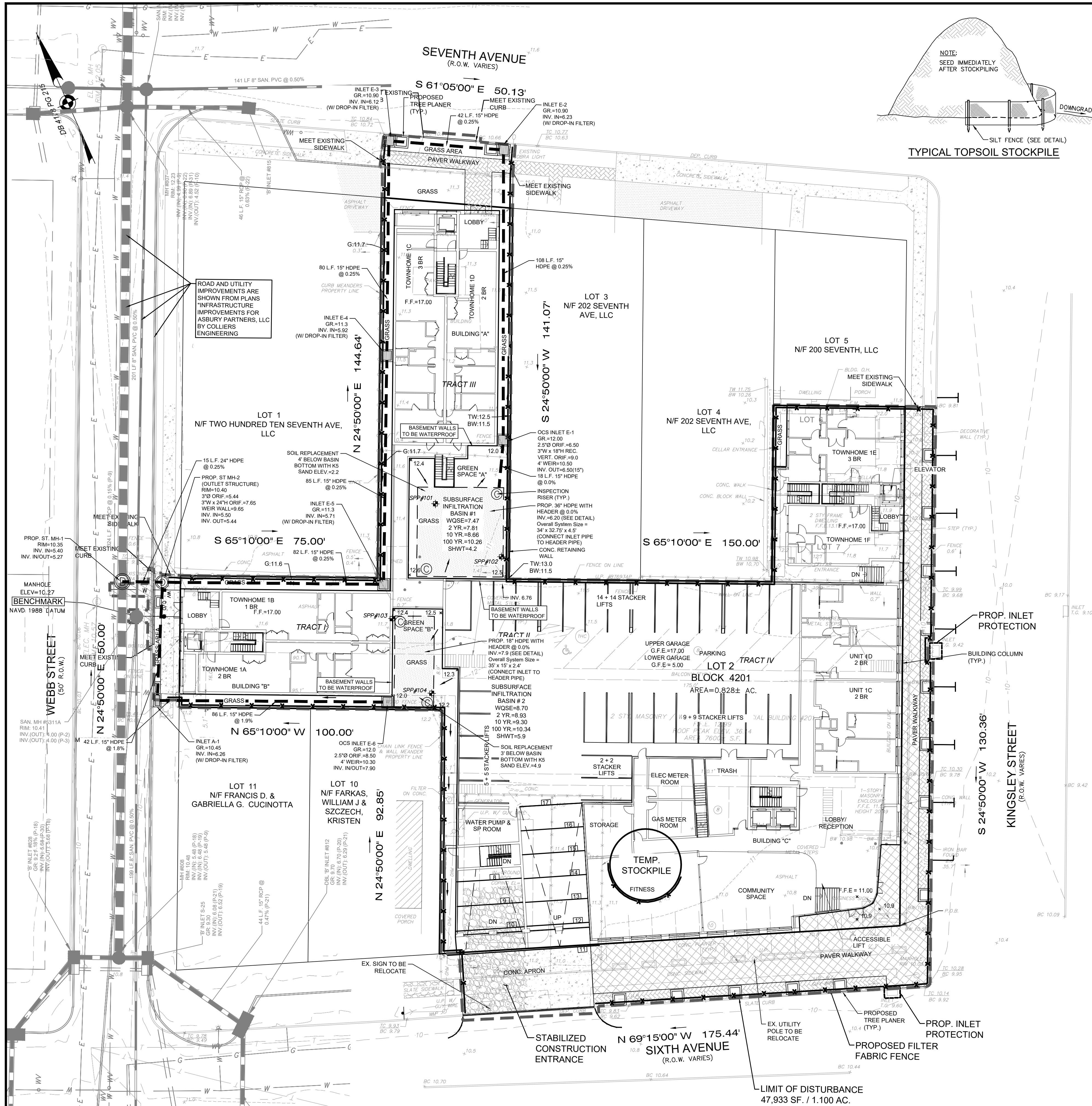
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CITY OF ASBURY PARK

COUNTY OF MONMOUTH NEW JERSEY

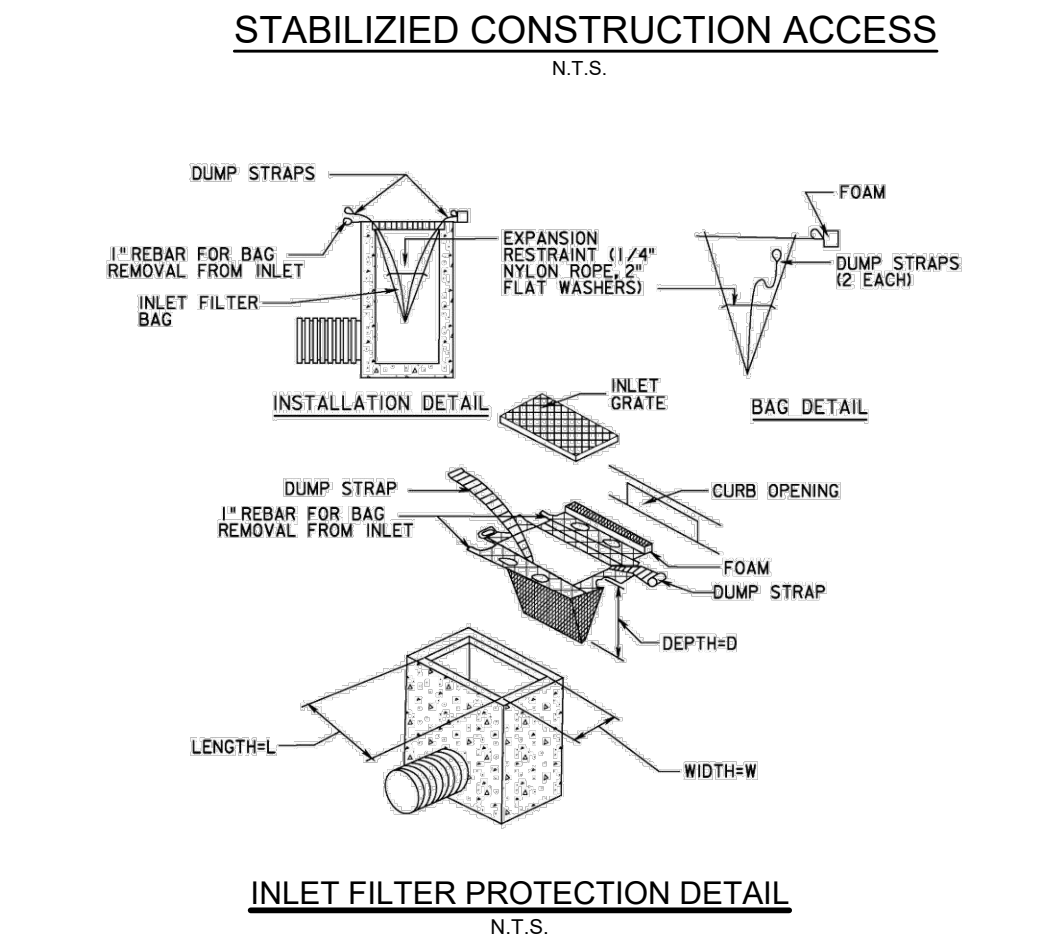
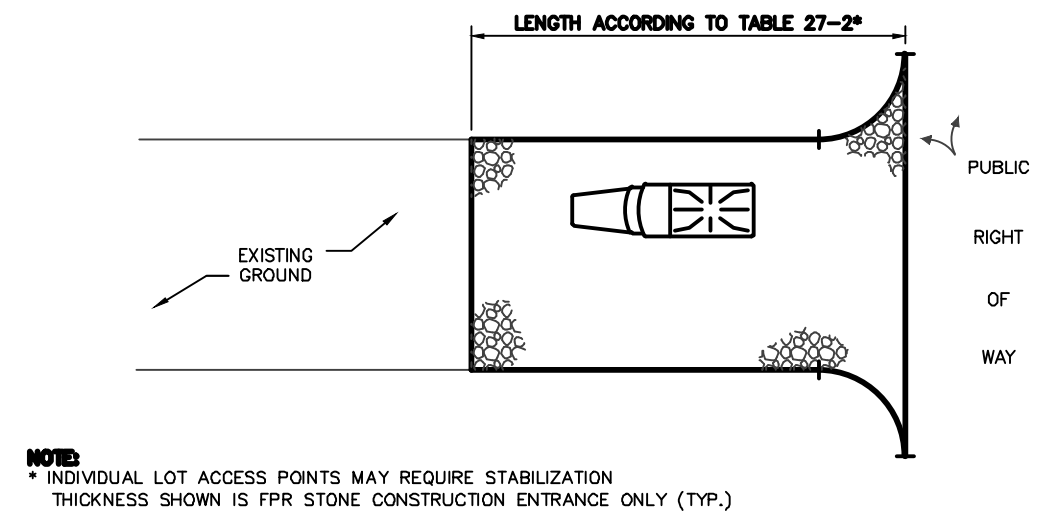
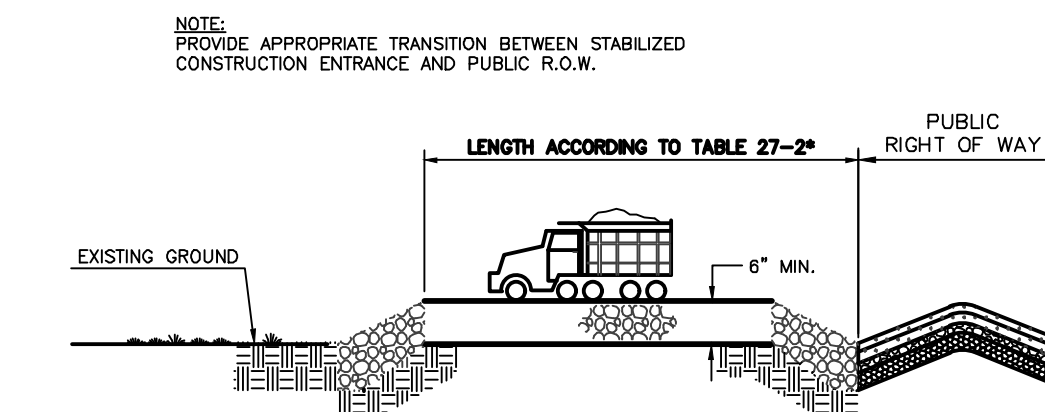
Scale: 1"=20'	Drawn By: DS	Date: 1/3/23	JOB #: E21-00755	CAD File # SITE PLAN	Sheet # 6 of 10
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PERCENT SLOPE OF ROADWAY	LENGTH OF STONE REQUIRED	
	COARSE GRAINED SOILS	FINE GRAINED SOILS
0 TO 2%	50 FT.	100 FT.
2 TO 5%	100 FT.	200 FT.
5 TO 10%	200 FT.	400 FT.

ENTIRE SURFACE STABILIZED WITH FABRIC BASE COURSE *

* AS PRESCRIBED BY LOCAL ORDINANCE OR OTHER GOVERNMENT AUTHORITIES.



- CONSTRUCTION SCHEDULE:**
1. Installation of temporary Soil Erosion and Sediment Control measures must be installed at the initiation of land disturbance activities. All temporary control measures must be included (silt fence along paved streets), stone tracking pad and inlet protection).
 2. Site grading, clearing site, subgrade pavements as shown on the grading plans with appropriate erosion control facilities.
 3. Construction of structure and amenities.
 4. Topsoil (5" minimum depth) and final grading of lot(s).
 5. Install permanent stabilization.
 6. Obtain a final report of compliance. All work must be completed and permanently stabilized before report of compliance can be issued.



SOIL INFORMATION TAKEN FROM USDA NATURAL RESOURCES CONSERVATION SERVICE WEB SITE SURVEY, MONMOUTH COUNTY, NJ

SOIL MAP

SCALE: NTS

FREEHOLD SOIL CONSERVATION DISTRICT

4000 KOZLOSKI, FREEHOLD, NJ 07728
TELEPHONE NUMBER: (732) 683-9500
FAX NUMBER: (732) 683-9140
EMAIL: info@freeholdscd.org

GENERAL NOTES

TRACT AREA: 0.905 ACRES
AREA OF DISTURBANCE: 1.100 ACRES
SITE SOILS: 100% LR, URBAN LAND

SOIL EROSION AND SEDIMENT CONTROL NOTES

1. The Freehold Soil Conservation District shall be notified forty-eight (48) hours in advance of any soil disturbing activity.
2. All Soil Erosion and Sediment Control practices are to be installed prior to soil disturbance, or in their proper sequence, and maintained until permanent protection is established.
3. Any changes to the Certified Soil Erosion and Sediment Control Plans will require the submission of revised Soil Erosion and Sediment Control Plans to the District for re-certification. The revised plans must meet all current State Soil Erosion and Sediment Control Standards.
4. N.J.S.A. 4:24-39 et. Seq. requires that no Certificates of Occupancy be issued before the District determines that a project or portion thereof is in full compliance with the Certified Plan and Standards for Soil Erosion and Sediment Control in New Jersey and a Report of Compliance has been issued. Upon written request from the applicant, the District may issue a Report of Compliance with conditions on a lot-by-lot or section-by-section basis, provided that the project or portion thereof is in satisfactory compliance with the sequence of development and temporary measures for soil erosion and sediment control have been implemented, including provisions for stabilization and site work.
5. Any disturbed areas that will be left exposed more than sixty (60) days, and not subject to construction traffic, will immediately receive a temporary seeding. If the season prevents the establishment of temporary cover, the disturbed areas will be mulched with straw, or equivalent material, at a rate of 2 to 2 1/2 tons per acre, according to the Standard for Stabilization with Mulch Only.
6. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. soil stockpiles, steep slopes and roadway embankments) will receive temporary seeding in combination with straw mulch or a suitable equivalent, and a mulch anchor, in accordance with State Standards.
7. A sub-base shall be applied immediately following rough grading and installation of improvements to stabilize streets, roads, driveways, and parking areas. In areas where no utilities are present, the sub-base shall be installed within fifteen (15) days of the preliminary grading.
8. The Standard for Stabilized Construction Access requires the installation of a pad of clean crushed stone at points where traffic will be accessing the construction site. After interior roadways are paved, individual lots require a stabilized construction access consisting of one inch to two inch (1"-2") stone for a minimum length of ten feet (10') equal to the lot entrance width. All other access points shall be blocked off.
9. All soil washed, dropped, spilled, or tracked outside the limit of disturbance or onto public right-of-ways will be removed immediately.
10. Permanent vegetation is to be seeded or sodded on all exposed areas within ten (10) days after final grading.
11. At the time that site preparation for permanent vegetative stabilization is going to be accomplished, any soil that will not provide a suitable environment to support adequate vegetative ground cover shall be removed or treated in such a way that it will permanently adjust the soil conditions and render it suitable for vegetative ground cover. If the removal or treatment of the soil will not provide suitable conditions, non-vegetative means of permanent ground stabilization will have to be employed.
12. In accordance with the Standard for Management of High Acid Producing Soils, any soil having a pH of 4 or less or containing sulfates shall be ultimately placed or buried with limestone applied at the rate of 10 tons/acre, (or 450 lbs/1,000 sq ft of surface area) and covered with a minimum of 12" of settled soil with a pH of 5 or more, or 24" where trees or shrubs are to be planted.
13. Conduit Outlet Protection must be installed at all required outfalls prior to the drainage system becoming operational.
14. Unfiltered dewatering is not permitted. Necessary precautions must be taken during all dewatering operations to minimize sediment transfer. Any dewatering methods used must be in accordance with the Standard for Dewatering.
15. Should the control of dust at the site be necessary, the site will be sprinkled until the surface is wet, temporary vegetative cover shall be established or mulch shall be applied as required by the Standard for Dust Control.
16. Stockpile and staging locations established in the field shall be placed within the limit of disturbance according to the certified plan. Staging and stockpiles not located within the limit of disturbance will require certification of a revised Soil Erosion and Sediment Control Plan. Certification of a new Soil Erosion and Sediment Control Plan may be required for these activities if an area greater than 5,000 square feet is disturbed.
17. All soil stockpiles are to be temporarily stabilized in accordance with Soil Erosion and Sediment Control note #6.
18. The property owner shall be responsible for any erosion or sedimentation that may occur below stormwater outfalls or offsite as a result of construction of the project.

6	8/13/24	REV. PER NJDEP REVIEW EMAIL 6/6/24	PS
5	2/26/24	REV. PER NEW ARCHITECTURAL PLAN AND NJDEP	PS
4	9/6/23	REV. PER NJDEP STORMWATER REVIEW COMMENTS	PS
3	6/8/23	REV. PER NJDEP STORMWATER REVIEW COMMENTS	PS
2	3/15/23	REV PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP
REV	DATE	DESCRIPTION	BY

CERTIFICATE OF AUTHORIZATION: 24GA28228800
P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691
www.morganengineeringllc.com



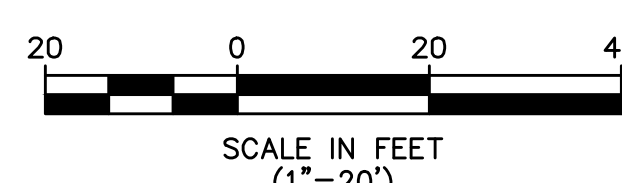
MATHEW R. WILDER

NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

PRELIMINARY AND FINAL MAJOR SITE PLAN SOIL EROSION & SEDIMENT CONTROL PLAN 201 6TH AVENUE LOTS 2, 6 & 7 BLOCK 4201 CITY OF ASBURY PARK

COUNTY OF MONMOUTH NEW JERSEY

Scale: Drawn By: Date: JOB # CAD File # Sheet #
1"=20' DS 1/3/23 E21-00755 SITE PLAN 7 of 10



REQUIRED MAINTENANCE PLAN:

1. ENTITY RESPONSIBLE FOR OVERALL MAINTENANCE OF THE STORMWATER MANAGEMENT MEASURE: PROPERTY OWNER
2. SCHEDULE OF MAINTENANCE INSPECTIONS AND MAINTENANCE TASKS:
- EXTENDED DETENTION BASIN:
- A. GENERAL MAINTENANCE:
- ALL EXTENDED DETENTION BASIN COMPONENTS EXPECTED TO RECEIVE AND/OR TRAP DEBRIS AND SEDIMENT MUST BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES ANNUALLY AS WELL AS AFTER EVERY STORM EXCEEDING 1 INCH OF RAINFALL. SUCH COMPONENTS MAY INCLUDE BOTTOMS, TRASH RACKS, LOW FLOW CHANNELS, OUTLET STRUCTURES, RIPRAP OR GABION APRONS, AND INLETS. SEDIMENT REMOVAL SHOULD TAKE PLACE WHEN THE BASIN IS THOROUGHLY DRY. DISPOSAL OF DEBRIS AND TRASH SHOULD BE DONE AT SUITABLE DISPOSAL/RECYCLING SITES AND IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL WASTE REGULATIONS.
- B. VEGETATED AREAS:
- MOWING AND/OR TRIMMING OF VEGETATION MUST BE PERFORMED ON A REGULAR SCHEDULE BASED ON SPECIFIC SITE CONDITIONS. GRASS SHOULD BE MOWED AT LEAST ONCE A MONTH DURING THE GROWING SEASON. VEGETATED AREAS MUST ALSO BE INSPECTED AT LEAST ANNUALLY FOR EROSION AND SCOUR. VEGETATED AREAS SHOULD ALSO BE INSPECTED AT LEAST ANNUALLY FOR UNWANTED GROWTH, WHICH SHOULD BE REMOVED WITH MINIMUM DISRUPTION TO THE BOTTOM SURFACE AND REMAINING VEGETATION. WHEN ESTABLISHING OR RESTORING VEGETATION, BIWEEKLY INSPECTIONS OF VEGETATION HEALTH, DENSITY AND DIVERSITY SHOULD BE PERFORMED AT LEAST TWICE ANNUALLY DURING BOTH THE GROWING AND NON-GROWING SEASONS. THE VEGETATIVE COVER SHOULD BE MAINTAINED AT 85% IF VEGETATION HAS GREATER SOIL DAMAGE, THE AREA SHOULD BE REESTABLISHED IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS AND THE INSPECTION REQUIREMENTS PRESENTED ABOVE. ALL USE OF FERTILIZERS, MECHANICAL TREATMENTS, PESTICIDES AND OTHER MEANS TO ASSURE OPTIMUM VEGETATION HEALTH SHALL NOT COMPROMISE THE INTENDED PURPOSE OF THE EXTENDED DETENTION BASIN. ALL VEGETATION DEFICIENCIES SHOULD BE ADDRESSED WITHOUT THE USE OF FERTILIZERS AND PESTICIDES WHENEVER POSSIBLE.
- C. STRUCTURAL COMPONENTS:
- ALL STRUCTURAL COMPONENTS MUST BE INSPECTED FOR CRACKING, SUBSIDENCE, SPALLING, EROSION, AND DETERIORATION AT LEAST ANNUALLY.
- D. OTHER MAINTENANCE CRITERIA:
- THE OPERATION AND MAINTENANCE PLAN MUST INDICATE THE APPROXIMATE TIME THAT THE SYSTEM WOULD NORMALLY TAKE TO COMPLETELY DRAIN THE STORMWATER QUALITY DESIGN STORM RUNOFF VOLUME. THIS NORMAL DRAIN TIME SHOULD THEN BE USED TO EVALUATE THE SYSTEM'S ACTUAL PERFORMANCE. IF SIGNIFICANT INCREASES OR DECREASES IN THE DRAIN TIME ARE OBSERVED, THE SYSTEM'S OUTLET STRUCTURE, UNDERDRAIN SYSTEM, AND BOTH GROUNDWATER AND TAILWATER LEVELS MUST BE EVALUATED AND APPROPRIATE MEASURES TAKEN TO COMPLY WITH THE MAXIMUM DRAIN TIME REQUIREMENTS AND MAINTAIN THE PROPER FUNCTIONING OF THE BASIN.
- INFILTRATION BASIN:
- A. GENERAL MAINTENANCE:
- ALL INFILTRATION BASIN COMPONENTS EXPECTED TO RECEIVE AND/OR TRAP DEBRIS AND SEDIMENT MUST BE INSPECTED FOR CLOGGING AND EXCESSIVE DEBRIS AND SEDIMENT ACCUMULATION AT LEAST FOUR TIMES ANNUALLY AS WELL AS AFTER EVERY STORM EXCEEDING 1 INCH OF RAINFALL. SUCH COMPONENTS MAY INCLUDE BOTTOMS, RIPRAP OR GABION APRONS, AND INFLOW POINTS. THIS APPLIES TO BOTH SURFACE AND SUBSURFACE INFILTRATION BASINS. SEDIMENT REMOVAL SHOULD TAKE PLACE WHEN THE BASIN IS THOROUGHLY DRY. DISPOSAL OF DEBRIS & TRASH SHOULD BE DONE AT SUITABLE DISPOSAL/RECYCLING SITES AND IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL WASTE REGULATIONS. STUDIES HAVE SHOWN THAT READILY VISIBLE STORMWATER MANAGEMENT FACILITIES LIKE INFILTRATION BASINS RECEIVE MORE FREQUENT AND THOROUGH MAINTENANCE THAN THOSE IN LESS VISIBLE LOCATIONS. READILY VISIBLE FACILITIES CAN ALSO BE INSPECTED FASTER AND MORE EASILY BY MAINTENANCE AND MOSQUITO CONTROL PERSONNEL.
- B. VEGETATED AREAS:
- MOWING AND/OR TRIMMING OF VEGETATION MUST BE PERFORMED ON A REGULAR SCHEDULE BASED ON SPECIFIC SITE CONDITIONS. GRASS SHOULD BE MOWED AT LEAST ONCE A MONTH DURING THE GROWING SEASON. VEGETATED AREAS MUST ALSO BE INSPECTED AT LEAST ANNUALLY FOR EROSION AND SCOUR. VEGETATED AREAS SHOULD ALSO BE INSPECTED FOR UNWANTED TREE GROWTH AT LEAST ONCE A YEAR WHEN ESTABLISHING OR RESTORING VEGETATION. BIWEEKLY INSPECTIONS OF VEGETATION HEALTH SHOULD BE PERFORMED DURING THE FIRST GROWING SEASON UNTIL THE VEGETATION IS ESTABLISHED. ONCE ESTABLISHED, INSPECTIONS OF VEGETATION HEALTH, DENSITY AND DIVERSITY SHOULD BE PERFORMED AT LEAST TWICE ANNUALLY DURING BOTH THE GROWING AND NON-GROWING SEASONS. IF VEGETATION HAS GREATER THAN 50% DAMAGE, THE AREA SHOULD BE REESTABLISHED IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS AND THE INSPECTION REQUIREMENTS PRESENTED ABOVE. ALL USE OF FERTILIZERS, MECHANICAL TREATMENTS, PESTICIDES AND OTHER MEANS TO ASSURE OPTIMUM VEGETATION HEALTH SHALL NOT COMPROMISE THE INTENDED PURPOSE OF THE BIOTENTION SYSTEM. ALL VEGETATION DEFICIENCIES SHOULD BE ADDRESSED WITHOUT THE USE OF FERTILIZERS AND PESTICIDES WHENEVER POSSIBLE. ALL VEGETATED AREAS SHOULD BE INSPECTED AT LEAST ANNUALLY FOR UNWANTED GROWTH, WHICH SHOULD BE REMOVED WITH MINIMUM DISRUPTION TO THE REMAINING VEGETATION AND BASIN SUBSOIL.
- C. STRUCTURAL COMPONENTS:
- ALL STRUCTURAL COMPONENTS MUST BE INSPECTED FOR CRACKING, SUBSIDENCE, SPALLING, EROSION AND DETERIORATION AT LEAST ANNUALLY.
- D. OTHER MAINTENANCE CRITERIA:
- THE OPERATION AND MAINTENANCE PLAN MUST INDICATE THE APPROXIMATE TIME THAT THE BASIN WOULD NORMALLY TAKE TO DRAIN THE STORMWATER QUALITY DESIGN STORM RUNOFF VOLUME BELOW THE GROUND SURFACE. THIS NORMAL DRAIN OR DRAWDOWN TIME SHOULD THEN BE USED TO EVALUATE THE BASIN'S ACTUAL PERFORMANCE. IF SIGNIFICANT INCREASES OR DECREASES IN THE DRAIN TIME ARE OBSERVED, THE BASIN'S BOTTOM SURFACE, SUBSOIL AND BOTH GROUNDWATER AND TAILWATER LEVELS MUST BE EVALUATED AND APPROPRIATE MEASURES TAKEN TO COMPLY WITH THE MAXIMUM DRAIN TIME REQUIREMENTS AND MAINTAIN THE PROPER FUNCTIONING OF THE BASIN. THIS APPLIES TO SURFACE AND SUBSURFACE INFILTRATION BASINS. THE BOTTOM SAND LAYER IN A SURFACE INFILTRATION BASIN SHOULD BE INSPECTED AT LEAST MONTHLY AS WELL AS AFTER EVERY INCH OF RAINFALL. THE PERMEABILITY RATE OF THE SOIL BELOW THE BASIN MAY ALSO BE RETESTED PERIODICALLY. IF THE INFILTRATION RATE IS LESS THAN 1 INCH OF WATER FALLS TO 72 HOURS AFTER THE END OF THE STORM, CORRECTIVE MEASURES MUST BE TAKEN. ANNUAL TILLING NIT LIGHT EQUIPMENT CAN ASSIST IN MAINTAINING INFILTRATION CAPACITY AND BREAK UP CLOGGED SURFACES.
3. PROBLEMS FOUND DURING MAINTENANCE INSPECTIONS SHALL BE CORRECTED. THESE INCLUDE THE RESTORATION OF ERODED AREAS, REPAIR OR REPLACEMENT OF STORMWATER MANAGEMENT MEASURE COMPONENTS, RESTORATION OF VEGETATION, AND REPAIR OR REPLACEMENT OF NON-VEGETATED LININGS.
4. THE EQUIPMENT NECESSARY TO PERFORM THE MAINTENANCE TASKS ARE AS FOLLOWS:
- A. LAWN MOWING EQUIPMENT
B. GAS POWERED TRIMMERS
C. GAS POWERED BLOWERS
D. RAKES
E. SHOVELS
F. PICKS
G. WHEEL BARROWS
H. GAS POWERED HEDGE TRIMMERS
I. CHAIN SAW
J. FERTILIZER/PESTICIDE APPLICATION
K. WASTER RECEPTACLES
L. MAINTENANCE VEHICLES

MAINTENANCE PLAN CONSIDERATIONS

- ACCESS:
- ALL STORMWATER MANAGEMENT MEASURES COMPONENTS MUST BE READILY ACCESSIBLE FOR INSPECTION AND MAINTENANCE. THEREFORE, ACCESS MUST BE PROVIDED TO THE ENTIRE STORMWATER MEASURE VIA ROADWAYS AND PATHS. TREES, SHRUBS, AND UNDERBUSH MUST BE PRUNED OR REMOVED AS NECESSARY TO MAINTAIN THIS ACCESS. THIS INCLUDES PATHWAYS THROUGH THE VEGETATION ALONG PERMANENT POOL PERIMETERS, INCLUDING AQUATIC BENCHES, TO ALLOW FOR THE INSPECTION AND CONTROL OF MOSQUITO BREEDING.
- INSPECTION AND MAINTENANCE EASEMENTS CONNECTED TO THE STREET OR RIGHT-OF-WAY SHOULD BE PROVIDED AROUND THE ENTIRE FACILITY. THE EXACT LIMITS OF THE EASEMENTS AND RIGHTS-OF-WAY SHOULD BE SPECIFIED ON THE PROJECT PLANS AND INCLUDED IN THE MAINTENANCE PLAN. ACCESS ROADS AND GATES SHOULD BE WIDE ENOUGH TO ALLOW PASSAGE OF NECESSARY MAINTENANCE VEHICLES AND EQUIPMENT, INCLUDING TRUCKS, BACKHOES, GRASS MOWERS, AND MOSQUITO CONTROL EQUIPMENT. IN GENERAL, A MINIMUM ACCESS ROADWAY WIDTH OF 12 FEET INSIDE A MINIMUM RIGHT-OF-WAY WIDTH OF 15 FEET IS RECOMMENDED TO FACILITATE ENTRY. A CURB SHOULD BE PROVIDED WHERE AN ACCESS ROAD MEETS A CURBED ROADWAY.
- TO ALLOW SAFE MOVEMENT OF MAINTENANCE VEHICLES, ACCESS RAMPS SHOULD BE PROVIDED TO THE SHORELINE OR BOTTOM OF ALL FACILITIES WITH SIDE SLOPES GREATER THAN 3 FEET IN HEIGHT. ACCESS RAMPS SHOULD NOT EXCEED 10 PERCENT IN GRADE AND SHOULD BE SUITABLY STABILIZED TO PREVENT DAMAGE BY VEHICLES AND EQUIPMENT. TURNAROUNDS SHOULD BE PROVIDED WHERE BACKING UP IS DIFFICULT OR DANGEROUS. TO EXPEDITE OVERALL MAINTENANCE, VEHICLE AND EQUIPMENT STAGING AREAS SHOULD BE PROVIDED AT OR NEAR EACH FACILITY SITE.
- TRAINING OF MAINTENANCE PERSONNEL:
- DEPENDING ON THE SIZE, CHARACTER, COMPONENTS, AND LOCATION OF A STORMWATER MANAGEMENT MEASURE, MAINTENANCE PERSONNEL MAY REQUIRE SPECIALIZED TRAINING TO ENSURE THAT THE MEASURE IS MAINTAINED IN A MANNER CONSISTENT WITH ITS FUNCTION. SUCH TRAINING MAY ADDRESS SPECIALIZED INSPECTION OR MAINTENANCE TASKS AND/OR THE OPERATION OF SPECIALIZED MAINTENANCE EQUIPMENT.
- DISPOSAL:
- COLLECTION AND DISPOSAL OF SEDIMENT, DEBRIS, AND TRASH FROM STORMWATER MANAGEMENT MEASURES MUST COMPLY WITH LOCAL, STATE, AND FEDERAL WASTE HANDLING AND DISPOSAL REGULATIONS. ALL COLLECTED MATERIAL MUST BE SENT TO APPROPRIATE DISPOSAL/RECYCLING FACILITIES.
- AESTHETICS:
- THE SAFETY, NEEDS AND AESTHETIC PREFERENCES OF THE ADJACENT COMMUNITY CAN HELP DETERMINE THE TYPE, AMOUNT, AND FREQUENCY OF NECESSARY MAINTENANCE.
- EMERGENCY MAINTENANCE:
- EMERGENCY MAINTENANCE AND REPAIRS MUST BE PERFORMED IN A TIMELY MANNER.
- SAFETY:
- DEVELOPMENT OF A STORMWATER MANAGEMENT MEASURE DESIGN AND THE INSPECTION AND MAINTENANCE TASKS NECESSARY TO KEEP IT FUNCTIONING RELIABLY MUST INCLUDE CONSIDERATIONS FOR THE SAFETY OF INSPECTION AND MAINTENANCE PERSONNEL WHO WILL BE WORKING IN OR NEAR THE MEASURE.

MAINTENANCE NOTES

REQUIRED MAINTENANCE PLAN PROCEDURES:

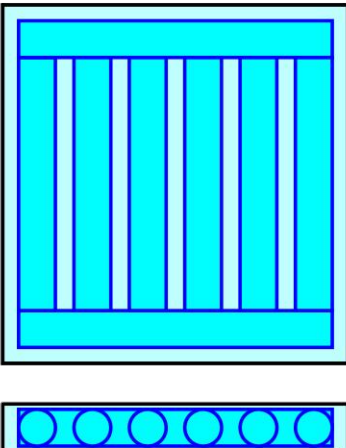
1. COPIES OF THE MAINTENANCE PLAN MUST BE PROVIDED TO THE OWNER AND OPERATOR OF THE STORMWATER MANAGEMENT MEASURE AND TO ALL REVENUE AGENCIES. A COPY SHOULD ALSO BE PROVIDED TO THE LOCAL MOSQUITO CONTROL OR EXTERMINATION COMMISSION UPON REQUEST.
2. THE TITLE AND DATE OF THE MAINTENANCE PLAN AND THE NAME AND/OR TITLE AND ADDRESS OF THE PERSON WITH OVERALL MAINTENANCE RESPONSIBILITY MUST BE RECORDED ON THE DEED OF THE PROPERTY ON WHICH THE STORMWATER MANAGEMENT MEASURE IS LOCATED. ANY CHANGE IN THE NAME OR TITLE MUST ALSO BE RECORDED ON THE DEED, PARTICULARLY IF THERE IS A CHANGE OF PROPERTY OWNERSHIP.
3. THE MAINTENANCE PLAN MUST BE EVALUATED FOR EFFECTIVENESS AT LEAST ANNUALLY AND MUST BE REVISE AS NEEDED.
4. A DETAILED, WRITTEN LOG OF ALL PREVENTATIVE AND CORRECTIVE MAINTENANCE PERFORMED AT THE STORMWATER MANAGEMENT MEASURE MUST BE KEPT, INCLUDING A RECORD OF ALL INSPECTIONS AND COPIES OF MAINTENANCE WORK ORDERS.
5. THE PERSON WITH OVERALL MAINTENANCE RESPONSIBILITY MUST MAKE THE MAINTENANCE PLAN, LOGS, AND OTHER RECORDS AVAILABLE FOR REVIEW UPON REQUEST FROM A PUBLIC ENTITY WITH JURISDICTION OVER ACTIVITIES AT THE SITE.
6. ONLY LIGHTWEIGHT CONSTRUCTION EQUIPMENT CAN BE USED WITHIN THE BASIN AREA.

E21-00755-Asbury Park_Rev-3_08.26.24 NOAA 24-hr D 100-Year Rainfall=8.94"
Prepared by Morgan Engineering, LLC Printed 9/4/2024
hydraCAD 10.20-32; an 08436 9.2023 hydraCAD Software Solutions LLC

Pond 1: Basin #1 - Chamber Wizard Field A

Chamber Model = ADS N-12 38" (ADS N-128 Pipe)
Inlet: 36.1'W x 36.1'H ⇒ 7.10 sf x 20.0'L = 142.0 sf
Outlet: 42.0'W x 21.0'H ⇒ 8.88 sf x 20.0'L = 177.2 sf
Row Length Adjustment = +4.00' x 7.10 sf x 6 rows
42.0' Wide + 21.0' Spacing = 63.0' C-C Row Spacing
1 Chambers/Row x 20.00' Long +4.00' Row Adjustment +3.50' Header x 2 = 31.00' Row Length +18.0'
End Stone x 2 = 34.00' Base Length
6 Rows x 42.0' Wide + 21.0' Spacing x 5 + 18.0' Side Stone x 2 = 32.70' Base Width
6.0' Stone Base + 42.0' Chamber Height + 6.0' Stone Cover = 4.50' Field Height
6 Chambers x 142.0 sf +4.00' Row Adjustment x 7.10 sf x 6 Rows + 29.75' Header x 7.10 sf x 2 = 1,444.8 sf Chamber Storage
6 Chambers x 177.2 sf +4.00' Row Adjustment x 8.88 sf x 6 Rows + 29.75' Header x 8.88 sf x 2 = 1,833.2 sf Displacement
5,010.7 sf Field - 1,833.2 sf of Chambers = 3,207.5 sf of Stone x 40.0% Voids = 1,283.0 sf of Stone Storage
Chamber Storage + Stone Storage = 2,727.8 sf = 0.063 sf
Overall Storage Efficiency = 54.4%
Overall System Size = 34.00' x 32.75' x 4.50'

6 Chambers
185.6 cy Field
118.8 cy Stone

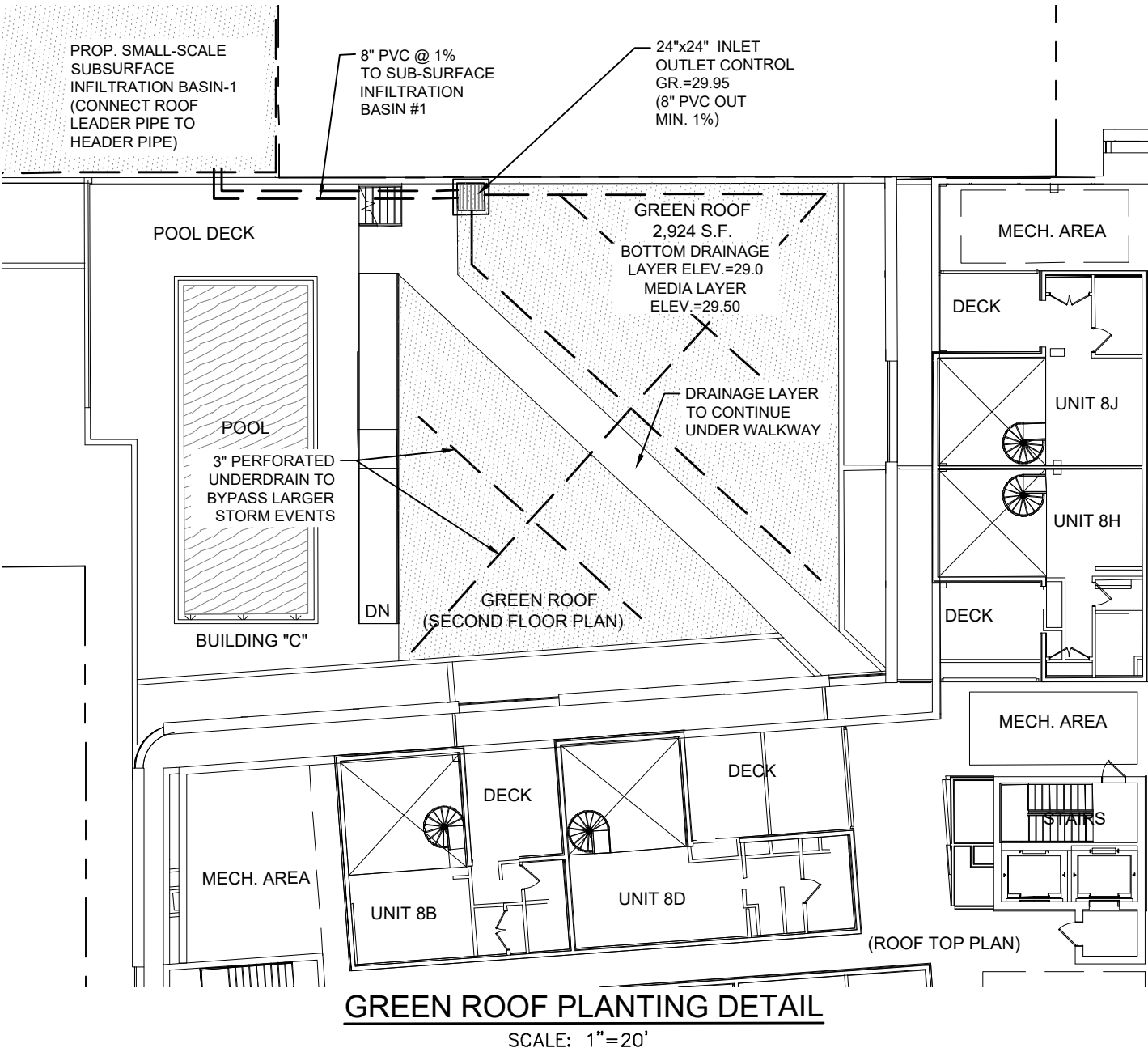
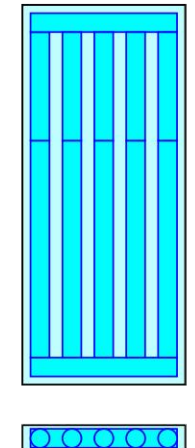


E21-00755-Asbury Park_Rev-3_08.26.24 NOAA 24-hr D 100-Year Rainfall=8.94"
Prepared by Morgan Engineering, LLC Printed 9/4/2024
hydraCAD 10.20-32; an 08436 9.2023 hydraCAD Software Solutions LLC

Pond 2: Basin #2 - Chamber Wizard Field A

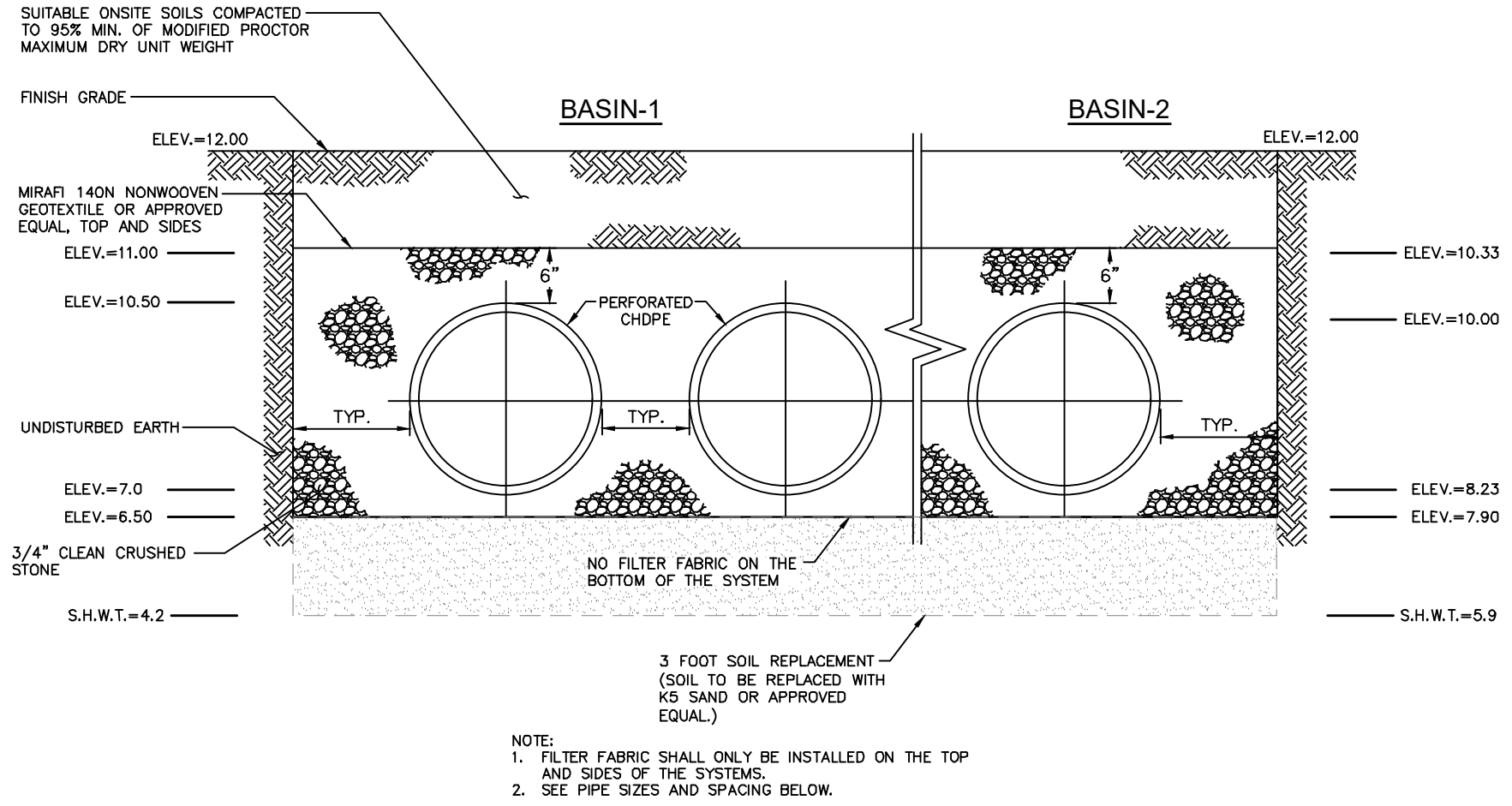
Chamber Model = ADS N-12 18" (ADS N-128 Pipe)
Inlet: 18.2'W x 18.2'H ⇒ 1.80 sf x 20.0'L = 36.0 sf
Outlet: 21.0'W x 21.0'H ⇒ 2.23 sf x 20.0'L = 44.5 sf
Row Length Adjustment = -10.00' x 1.80 sf x 5 rows
21.0' Wide + 14.3' Spacing = 35.3' C-C Row Spacing
2 Chambers/Row x 20.00' Long -10.00' Row Adjustment +1.75' Header x 2 = 33.50' Row Length +9.0'
End Stone x 2 = 35.00' Base Length
5 Rows x 21.0' Wide + 14.3' Spacing x 4 + 9.0' Side Stone x 2 = 15.00' Base Width
6.0' Stone Base + 42.0' Chamber Height + 4.0' Stone Cover = 2.42' Field Height
10 Chambers x 36.0 sf -10.00' Row Adjustment x 1.80 sf x 5 Rows + 13.52' Header x 1.80 sf x 2 = 318.7 sf Chamber Storage
10 Chambers x 44.5 sf -10.00' Row Adjustment x 2.23 sf x 5 Rows + 13.52' Header x 2.23 sf x 2 = 394.1 sf Displacement
1,270.7 sf Field - 394.1 sf of Chambers = 876.6 sf of Stone x 40.0% Voids = 350.6 sf of Stone Storage
Chamber Storage + Stone Storage = 669.3 sf = 0.015 sf
Overall Storage Efficiency = 52.7%
Overall System Size = 35.00' x 15.02' x 2.42'

10 Chambers
47.1 cy Field
32.5 cy Stone



GREEN ROOF LANDSCAPE SCHEDULE:

SYMBOL	KEY	QUANTITY PER 100 SF	BOTANICAL NAME	COMMON NAME	SIZE/COMMENT	QUANTITY TOTAL
①	1	12	CAREX PENSYLVANICA	PENNSYLVANIA SEDGE	1" DIA. / 4" POT	360
②	2	12	ERAGROSTIS SPECTABILIS	PURPLE LOVE GRASS	1" DIA. / 4" POT	360
③	3	12	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUE STEM	1" DIA. / 4" POT	360
④	4	3	DESCHAMPSIA CAESPITARIA	TURFED HARBORESS	2" DIA. / 4" POT	90
⑤	5	2	JUNIPER HORIZONTALIS	BAR HARBOR JUNIPER	3" DIA. / 4" POT	60
⑥	6	12	FESTUCA GLAUCA	BLUE FESCUE	1" DIA. / 4" POT	360
⑦	7	12	HEMEROCALLIS STELLA D'ORO	STELLA D'ORO DAYLILLY	1" DIA. / 4" POT	360



TYPICAL SUBSURFACE INFILTRATION SYSTEM CROSS SECTION

- NOTE:
1. FILTER FABRIC SHALL ONLY BE INSTALLED ON THE TOP AND SIDES OF THE SYSTEMS.
 2. SEE PIPE SIZES AND SPACING BELOW.

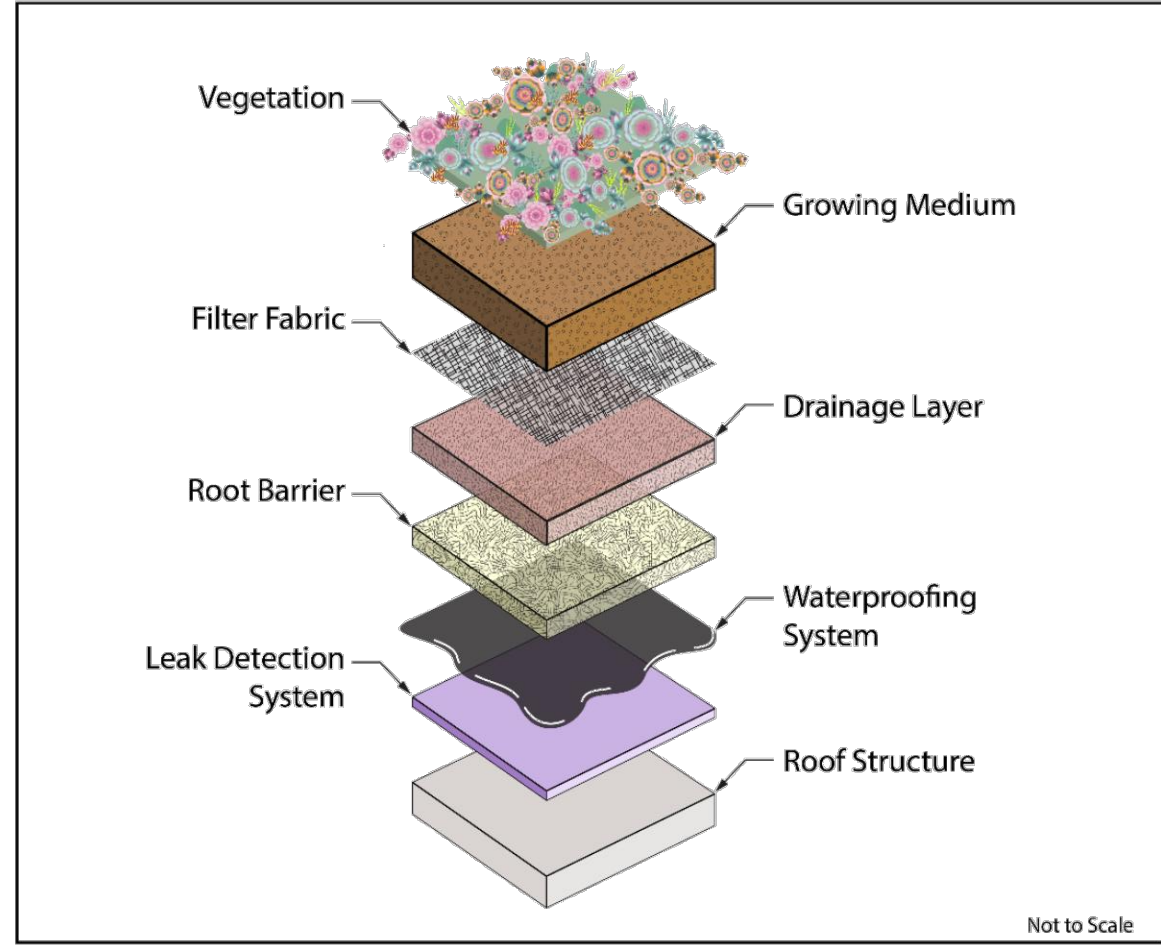
GREEN ROOF NOTES:

- GROWING MEDIUM**
- THE GROWING MEDIUM AFFECTS THE ABILITY OF THE INSTALLATION TO SUPPORT VEGETATION, RETAIN STORMWATER RUNOFF, AND PROVIDE HEAT AND NOISE INSULATION FOR THE BUILDING. THEREFORE, THE COMPOSITION OF THE MEDIUM IS A CRUCIAL DESIGN PARAMETER. IN GENERAL, GROWING MEDIA FOR GREEN ROOFS ARE DIFFERENT FROM AT-GRADE GARDENS IN THAT THEY ARE LIGHT-WEIGHT, ENGINEERED MIXES. GREEN ROOF GROWING MEDIA CAN VARY WIDELY IN THEIR COMPOSITION; HOWEVER, THEY MUST ALSO BE LIGHT-WEIGHT AND RETAIN SUFFICIENT WATER TO SUSTAIN VEGETATION. THESE MIXES ARE GENERALLY COMPOSED OF APPROXIMATELY 80-90% BY WEIGHT, LIGHTWEIGHT AGGREGATE, SUCH AS, BUT NOT LIMITED TO EXPANDED SHALE, EXPANDED CLAY, EXPANDED SLATE, PUMICE, ZEOLITE, PERLITE OR VERMICULITE. THE REMAINING 10-20% IS COMPOSED OF STABLE ORGANIC MATTER. BIOCHAR MAY ALSO BE USED AS AN ADDITIVE TO INCREASE THE ABSORPTION OF WATER, LIGHTEN THE WEIGHT OF THE GROWING MEDIUM, AND IN THE REDUCTION OF TURBIDITY. SUSPENDED SOLIDS AND CARBON CAN EVEN ASSIST IN DECREASING POLLUTANT DISCHARGE FROM GREEN ROOFS. THE GROWING MEDIUM NEEDS SUFFICIENT WATER STORAGE CAPACITY TO SUPPORT VEGETATION. THE GROWING MEDIUM ALSO NEEDS SUFFICIENT PERMEABILITY TO PREVENT PONDING OR LOGGING. TO MEET THESE REQUIREMENTS, THE REQUIRED PHYSICAL CHARACTERISTICS OF THE GROWING MEDIUM ARE AS FOLLOWS:
- TYPICAL GROWING MEDIUM:**
- 50K-430 MM PUMICE
 - 30K-1.8 MM ZEOLITE
 - 20% COMPOSTED PINE BARK FINES
- THE TESTED PERMEABILITY OF THE GROWING MEDIUM MUST BE AT LEAST 1 INCH PER HOUR, AS DETERMINED BY THE METHOD ESTABLISHED IN ASTM E2599 OR IN THE FORSCHUNGSGESELLSCHAFT LANDSCHAFTSENTWICKLUNG (LANDSCHAFTSBAU), HEREAFTER REFERRED TO AS THE GL.
- THE PH MUST BE BETWEEN 6 AND 8.5.
- NO MORE THAN 10% BY MASS OF PARTICLES OF THE GROWING MEDIUM SHALL HAVE A GRAIN DIAMETER LESS THAN 0.08 MM TO PREVENT FINE PARTICLES CLOGGING THE FILTER FABRIC.
- NO GRAIN DIAMETER SHALL BE GREATER THAN 12 MM TO PREVENT PIPING OF THE RUNOFF THROUGH THE GROWING MEDIUM.
- ADDITIONAL PHYSICAL CHARACTERISTICS SPECIFIC TO ONE OF THE DIFFERENT TYPES OF GREEN ROOFS ARE FOUND ON PAGES 9 THROUGH 11.
- FILTER FABRIC**
- FILTER FABRIC IS REQUIRED AND MUST BE INSTALLED DIRECTLY BENEATH THE PLANTING MEDIA TO PREVENT THE MIGRATION OF FINE PARTICLES.
- ANY FILTER FABRIC USED MUST HAVE SUFFICIENT DENSITY TO PHYSICALLY SUPPORT THE WEIGHT OF THE GROWING MEDIUM. FOR INSTALLATIONS REQUIRING A DEEPER GROWING MEDIUM DEPTH OR A STEEPLY GRADED ROOFS, THE FILTER FABRIC DENSITY MUST BE INCREASED TO PROVIDE INCREASED TENSILE STRENGTH.
- ANY FILTER FABRIC SELECTED MUST PERMIT ROOT PENETRATION.
- DRAINAGE LAYER**
- THE DRAINAGE LAYER SHALL EITHER BE MADE OF A NON-CARBONATE, COARSE GRANULAR MATERIAL OR A SYNTHETIC LAYER.
- THE DRAINAGE LAYER MUST BE RESISTANT TO FREEZE-THAW CYCLES.
- THE HYDRAULIC CONDUCTIVITY OF THE DRAINAGE LAYER MUST EXCEED THAT OF THE GROWING MEDIUM.
- ROOT BARRIER**
- A ROOT BARRIER MUST BE INCLUDED IN THE DESIGN TO ENSURE THAT THE GROWTH OF ROOTS DOES NOT DAMAGE THE ROOF.
- THE ROOT BARRIER MUST NOT INTERFERE WITH THE ROOTS' ACCESS TO WATER.
- THE ROOT BARRIER MUST BE DURABLE AND NOT CONTAIN CHEMICALS THAT WILL CONTAMINATE ROOTS. HERBICIDES MUST NOT BE USED.
- WATERPROOFING SYSTEM**
- A WATERPROOFING SYSTEM MUST BE INCLUDED IN THE DESIGN TO ENSURE THAT WATER DOES NOT DAMAGE THE ROOF OR LEAK INTO THE BUILDING. AN IMPERMEABLE ROOT BARRIER OR OTHER MEMBRANE MAY ACT AS THE WATERPROOFING SYSTEM.
- A METHOD FOR DETECTING LEAKS MUST BE INCLUDED IN THE GREEN ROOF'S MAINTENANCE PLAN. LOCATION OF PHYSICAL LEAK DETECTION SYSTEMS WILL DEPEND ON THE MANUFACTURER'S SPECIFICATIONS AND SHALL BE PLACED ACCORDINGLY. A FLOOD TEST IS GENERALLY INSUFFICIENT FOR DETECTING SMALL LEAKS AND MUST NOT BE USED. ELECTRONIC LEAK DETECTION AND MOISTURE MONITORING SYSTEMS ARE RECOMMENDED.
- IT MAY BE NECESSARY TO SEEK ADDITIONAL GUIDANCE FROM A ROOFING SPECIALIST WHEN SELECTING THE WATERPROOFING SYSTEM.

NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES MANUAL MARCH 2021 GREEN INFRASTRUCTURE BMPs, CHAPTER 9.4: GREEN ROOFS

Green Roof Layer Requirements

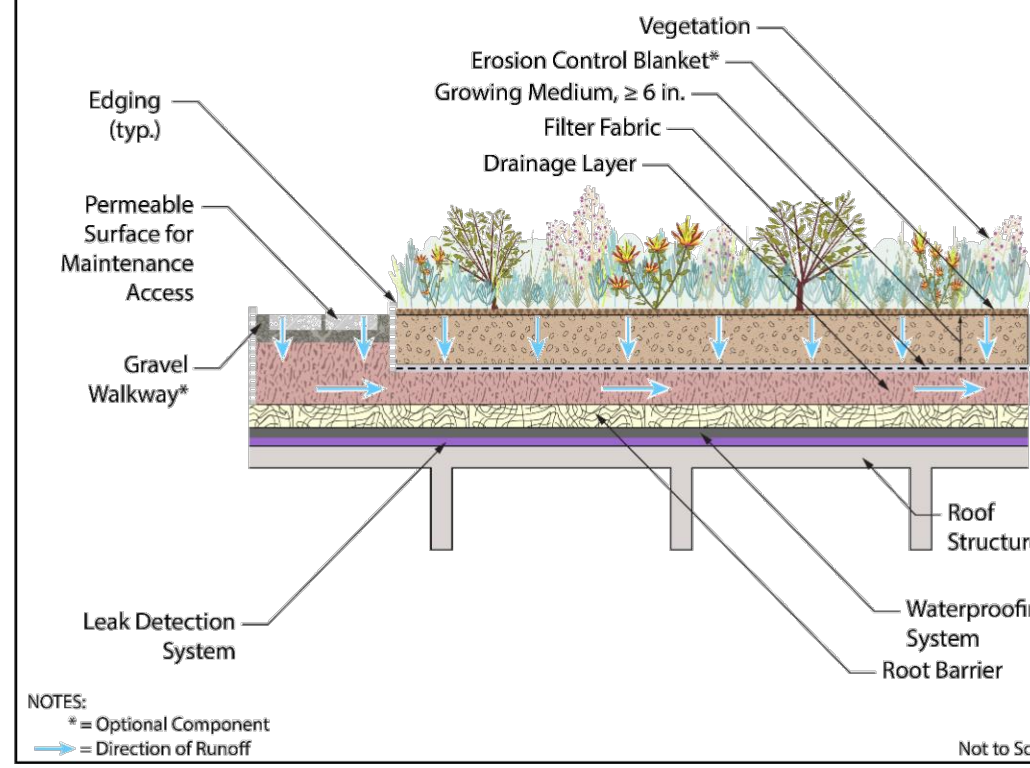
The following illustration depicts the various component layers typically incorporated into a green roof. Each layer is discussed in the text below and continues further through Page 8.



Intensive Green Roofs

Unlike extensive green roofs, intensive green roofs are designed with a growing medium layer six (6) inches or greater in depth, which allows this type of green roof to support a wide variety of vegetation, including shrubs and trees. Due to the increased overall depth, intensive green roofs provide significant benefits for stormwater management, habitat creation and heat and noise insulation; however, this additional depth also adds significant weight to this type of roof. Therefore, intensive green roofs may not be suitable for retrofit projects. Additionally, intensive green roofs may also require more irrigation than extensive green roofs to maintain vegetation; therefore, prior to selection of this type of green roof, the structural integrity of the building and access to water must be analyzed. The illustration below depicts a cross-sectional view of an intensive green roof.

Intensive Green Roof – Cross-Section View:



TYPICAL GREEN ROOF DETAIL

- NOTES:
- * = Optional Component
 - = Direction of Runoff

6	8/13/24	REV. PER NJDEP REVIEW EMAIL 6/6/24	PS
5	2/26/24	REV. PER NEW ARCHITECTURAL PLAN AND NJDEP	PS
4	9/6/23	REV. PER NJDEP STORMWATER REVIEW COMMENTS	PS
3	6/8/23	REV. PER NJDEP STORMWATER REVIEW COMMENTS	PS
2	3/15/23	REV PER FOOTPRINT	DS
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP
REV	DATE	DESCRIPTION	BY

CERTIFICATE OF AUTHORIZATION: 24GA28228800

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FAX: 732-270-9691

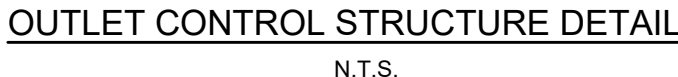
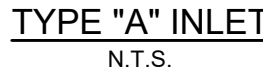
MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
STORMWATER DETAILS &
SOIL EROSION DETAILS-1**

**201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK**

COUNTY OF MONMOUTH NEW JERSEY

Scale:	Drawn By:	Date:	JOB #	CAD File #	Sheet #
AS SHOWN	DS	1/3/23	E21-00755	SITE PLAN	8 of 10

[illegible]

CERTIFICATE OF AUTHORIZATION: 24GA0229800

 **MORGAN**
engineering & surveying

P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
FAX: 732-270-9691

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Scale:	Drawn By:	Date:	JOB #.	CAD File #	Sheet #
AS SHOWN	DS	1/3/23	E21-00755	SITE PLAN	9 OF 10

BIO CLEAN FABRIC FILTER
FOR USE IN GRATE INLETS

PLAN VIEW (GRATE NOT SHOWN)

ELEVATION VIEW

FLOW DIAGRAM

PERFORMANCE NOTES

1. GREATER THAN BOX TOTAL SUSPENDED SOLIDS (TSS) REMOVAL BASED ON THIRD PARTY INDEPENDENTLY OBSERVED FULL-SCALE TESTING.
2. LISTED TREATMENT FLOW RATE BASED UPON OBSERVED FULL SCALE HYDRAULIC FLOW TESTING AND UTILIZING A SAFETY FACTOR OF 2.

MODEL #	TREATMENT FLOW RATE (CFS)	BYPASS FLOW (CFS)	SOLIDS STORAGE CAPACITY (CF)
BIO-GRATE-FABRIC 12-12-12	0.47	1.24	0.15
BIO-GRATE-FABRIC 18-18-12	0.79	2.79	0.33
BIO-GRATE-FABRIC 24-24-12	1.18	4.97	0.59
BIO-GRATE-FABRIC 24-40-12	1.61	6.35	0.88
BIO-GRATE-FABRIC 24-24-24	2.01	4.96	1.22
BIO-GRATE-FABRIC 24-40-24	2.58	6.35	1.82
BIO-GRATE-FABRIC 36-36-24	3.18	7.74	2.73

INSTALLATION NOTES

1. ALL HARDWARE, FLANGE, FRAME, SHALL BE STAINLESS STEEL.
2. OPTIONAL HYDROCARBON BOOM SHALL BE 2" DIAMETER.
3. SEE PERFORMANCE REPORTS IN MANUFACTURER'S SPECIFICATIONS.
4. OTHER STANDARD AND CUSTOM MODEL SIZES AVAILABLE - CONTACT CONTECH FOR MORE INFORMATION.
5. CONSIDERS A LOCAL DEPRESSION PONDING DEPTH OF 6".
6. STORAGE CAPACITY BASED ON BASKET HALF FULL.
7. CONCRETE STRUCTURES SOLD SEPARATELY.

NOT TO SCALE

PROPRIETARY AND CONFIDENTIAL:
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ENGINEERING SOLUTIONS LLC
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GRATE INLET FILTER FABRIC STANDARD DETAIL
N.T.S.

HANDICAPPED SIGN
N.T.S.

CONCRETE CURB/PAVEMENT SECTION DETAIL
N.T.S.

NOTES:

1. CONCRETE FOR CURB CONSTRUCTION TO BE 3500 P.S.I. TYPE B.
2. EXPANSION JOINTS AT 20 FOOT INTERVALS.
3. CONSTRUCTION JOINTS AT 10 FOOT INTERVALS.

CONNECTION TO EXISTING MANHOLE
N.T.S.

STANDARD CLEANOUT DETAIL
N.T.S.

NOTES:

1. THE CONNECTION MUST BE MADE WITH A CORING MACHINE AND A WATER-TIGHT RUBBER GASKET SUITABLE FOR USE WITH SANITARY SEWAGE. USING A POWER EXPANSION SLEEVE AND TAKE UP CLAMPS. THE POWER SLEEVE AND TAKE UP CLAMPS SHALL BE MADE OF STAINLESS STEEL AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION OR EQUAL. THE CONTRACTOR MAY BE REQUIRED TO GROUT THE OPENING BETWEEN THE GASKET AND THE MANHOLE USING NON-SHRINK GROUT. THE USE OF PNEUMATIC HAMMERS, CHIPPING GUNS, SLIDE HAMMERS OR OTHER MEANS OF PROVIDING A CONNECTION ARE NOT ACCEPTABLE. ALL GASKET SYSTEM COMPONENTS MUST MEET OR EXCEED ALL MATERIAL SPECIFICATIONS OF ASTM C-923.

TYPICAL WATER SERVICE CONNECTION
N.T.S.

UTILITY CROSSING
N.T.S.

NOTES:

1. PIPE SECTIONS 1 AND 3 VARIABLE.
2. TO BE DETERMINED IN FIELD BY ENGINEER PIPE SECTION 2 TO BE (UTILITY PIPE OUTSIDE DIAMETER (IN. FT.) PLUS 2'-0" MINIMUM LENGTH.
3. CONCRETE CRADLE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3500 P.S.I.
4. VERTICAL BEND RESTRAINTS AS PER DETAIL SHALL BE UTILIZED AS DEEMED NECESSARY BY THE ENGINEER.

ROOF LEADER TO BASIN DETAIL
N.T.S.

GENERAL NOTES:

1. FOOTER TO BE CLASS "C" CONCRETE.
2. INVERT TO BE CLASS "C" CONCRETE.
3. IF WALL CONSTRUCTION IS OTHER THAN CONCRETE, THE WALLS SHALL BE PLASTERED BOTH INSIDE AND OUTSIDE WITH 1/2" THICK CEMENT PLASTER.
4. FRAME TO BE CAMPBELL NO. 3402 2702, GRATE TO BE BICYCLE SAFETY GRATE NO. 3405 MANUFACTURED BY CAMPBELL FOUNDRY CO., OR EQUAL.
5. PROVIDE 3/4" DIA. LADDER RUNGS, 18" O.C. (ALUMINUM) 6. WHEN ADDITIONAL DEPTH IS SCHEDULED WALLS BELOW THE DEPTH OF 8'-0" MEASURED FROM THE INLET GUTTER TO INVERT SHALL BE 12" THICK. THE FOUNDATION DIMENSIONS SHALL BE INCREASED TO 12" IN WIDTH AND TO 12" IN DEPTH.

ACCESSIBLE PARKING SPACE
N.T.S.

NOTES:

1. CONSTRUCT EXPANSION JOINTS AT 20' ON CENTER, INSTALL 1/2" PREFORMED JOINT FILLER, WHERE WALK ABUTS CONCRETE CURB.
2. EXPANSION JOINTS SHALL ALIGN WITH CURB TRANSVERSE JOINTS.
3. EXISTING CONCRETE SIDEWALK SHALL BE SAW CUT TO THE NEAREST JOINT TO THE BLENDING OF NEWLY CONSTRUCTED SIDEWALK WITH EXISTING SIDEWALK.

ASPHALT PAVEMENT SECTION
N.T.S.

NOTES:

1. ALL WORK TO BE IN ACCORDANCE WITH SECTION 35-54 OF THE BERKELEY TWP. LAND DEVELOPMENT ORDINANCE.

DRIVEWAY DETAIL
N.T.S.

NOTES:

1. ALL WORK TO BE IN ACCORDANCE WITH SECTION 35-54 OF THE BERKELEY TWP. LAND DEVELOPMENT ORDINANCE.

DEPRESSED CURB & APRON DETAIL
N.T.S.

	A	B	C	D
CONCRETE CURB TYPE I	4" [100 MM]	12" [308 MM]	4" MIN. [100 MM] 4 1/2" MAX. [114 MM]	16" [406 MM]
CONCRETE CURB TYPE II	4" [100 MM]	12" [308 MM]	4" MIN. [100 MM] 4 1/2" MAX. [114 MM]	16" [406 MM]

TYPE "A" INLET
N.T.S.

TYPE "E" INLET
N.T.S.

GENERAL NOTES:

1. FOOTER TO BE CLASS "C" CONCRETE.
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TYPE "A" INLET
N.T.S.

TYPE "E" INLET
N.T.S.

GENERAL NOTES:

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CERTIFICATE OF AUTHORIZATION: 24GA2228900

**P.O. BOX 5232
TOMS RIVER, N.J. 08754
TEL: 732-270-9690
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MATHEW R. WILDER
NEW JERSEY PROFESSIONAL ENGINEER LICENSE No. 50652

**PRELIMINARY AND FINAL
MAJOR SITE PLAN
CONSTRUCTION DETAILS &
SOIL EROSION DETAILS**

**201 6TH AVENUE
LOTS 2, 6 & 7 BLOCK 4201
CITY OF ASBURY PARK**

COUNTY OF MONMOUTH NEW JERSEY

REV	DATE	DESCRIPTION	BY
1	2/9/23	CHANGED BOUNDARY LINE THICKNESS FOR LOTS 6 & 7	DAP
2	3/15/23	REV PER FOOTPRINT	DS
3	6/8/23	REV. PER NIDEP STORMWATER REVIEW COMMENTS	PS
4	9/6/23	REV. PER NIDEP STORMWATER REVIEW COMMENTS	PS
5	2/26/24	REV. PER NEW ARCHITECTURAL PLAN AND NIDEP	PS
6	8/13/24	REV. PER NIDEP REVIEW EMAIL 6/6/24	PS

Scale: N.T.S. Drawn By: DS Date: 1/3/23 Job #: E21-00755 Site Plan Sheet #: 10 of 10



Minutes
Meeting of the Municipal Council
Wednesday, January 29, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-69 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
John Hayes	Deputy City Manager	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
Kevin Starkey	City Attorney	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 6:09 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

Minutes Acceptance: Minutes of Jan 29, 2025 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:**Matters from City Council**

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

Council member Chapman had no matters at this time.

Council member Clayton stated, I just wanted to announce that the state has a rental assistance program, it gives preference to veterans, the homeless, disabled, and the elderly. But you have to apply to get on the waiting list, by January 31st 5:00 PM which is this Friday. In order to do it there's a website, and the email address is waitlistcheck.com/nj559 or there's a phone number (609)292-4080 option 9. If you don't have access to a computer, please go to our Social Services Department located in the Transportation center and they can help you fill out the application online. And again, it has to be filed by this Friday the 31st by 5:00 PM.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I apologize to everybody for starting a little bit late, we had something come up in closed exec that we did not know was going to come up, so I do apologize. Thank you.

Matters from Deputy City Manager

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

Matters from City Attorney

City Attorney, Kevin Starkey stated, If I may I just want to take a moment to introduce myself to the public. My name is Kevin Starkey, I'm grateful to have been appointed as the new city attorney. The prior attorney Fred Raffetto was here for I think 21 years and he was just appointed by the governor to be a judge of the tax court in New Jersey. Fred's actually a good friend of mine from years ago, we graduated high school together. He's been helpful on getting me up to speed on the many issues here in Asbury Park and I'll do my best to serve the city well. I just wanted to let everybody know who I was.

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Clayton to open the meeting to the public. All were in favor.

The following members of the public spoke: Nancy Sodano made a comment about the stop signs by the railroad tracks. Nancy Phillips made a comment about the Asbury Park Housing Authority. Felicia Simmons made a comment about the West Side Community Center.

A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting January 15, 2025 12:00 PM
2. Municipal Council - Organizational Meeting - Jan 15, 2025 2:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2025-70 Resolution Approving Special Event Applications
- 2025-71 Resolution Authorizing the Issuance of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1
- 2025-72 Resolution Adjusting Sewer Charges on Various Accounts

INDIVIDUAL RESOLUTIONS

- 2025-73 Resolution Approving Payment of Bills

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

- 2025-74 Resolution Amending Temporary Budget Appropriations for 2025 Budget

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

- 2025-75 Resolution Authorizing the Disposition of Surplus Property

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

- 2025-76 Resolution Authorizing the Acquisition and Installation of a Play Structure for the Participatory Budget Sunset Park Project

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

2025-77 Resolution Authorizing the Purchase and Installation of Three Automated License Plate Reader (ALPR) for the Police Department

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

2025-78 Resolution Ratifying the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey Union Contract

RESULT:	TABLED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-79 Resolution Authorizing an Agreement with Passport for a Mobile Parking Payment Application, Permit Parking Portal and License Plate Reader Parking Enforcement Systems

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

2025-80 Resolution Authorizing an Agreement with PayByPhone for a Mobile Parking Application

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

2025-81 Resolution Authorizing an Agreement with ParkMobile, LLC for a Mobile Parking Application

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

2025-82 Resolution Authorizing the Extension Electronic Beach Badge System for the City of Asbury Park through December 31, 2030

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

2025-83 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

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

2025-84 Resolution Approving Change Order #2 for the Roof Replacement at City Hall, DPW and Transportation

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

2025-85 Resolution Authorizing the County of Monmouth Mosquito Control Division to Conduct Aerial Mosquito Control Operations within the City of Asbury Park

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

2025-86 Resolution Rejecting Bids for Asbury Park Boardwalk Restrooms and Authorizing Re-Bid

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

2025-87 Resolution Awarding a Bid for First Avenue Roadway Improvements

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

2025-88 Resolution Awarding Bid for Traffic Control Signage

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

2025-89 Resolution of the Council of the City of Asbury Park Committing to Round 4 Present and Prospective Need Affordable Housing Obligations

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

2025-90 Resolution Authorizing the Release of the Performance Bond For 300 Asbury Avenue, 320 Asbury Avenue, 301 Cookman Avenue, 600 Heck Street, Block 3801 Lot 1.01, 1.03 and 1.05 (former Block 3203, Lots 1-19, Block 3206, Lots 1- 4 and Block 3801, Lot 1)

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

2025-91 Resolution Authorizing the Release of the Performance Bond For 202-204 Second Avenue Block 4201, Lots 3 and 4

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

2025-92 Resolution Authorizing the Release of the Performance Bond For 917 Third Avenue (Block 302, Lot 11)

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

2025-93 Resolution Authorizing Appointments to the Planning Board

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

2025-94 Resolution Celebrating the Month of February as National Black History Month

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

ORDINANCES

Introduction

2025-1 Ordinance Amending the 1201 Memorial Drive Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-2 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, providing for the Special Assessment of the cost of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements on Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on the city tax map which are located within the Asbury Park Waterfront Redevelopment Area and establishing a mechanism for payment of the cost thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-3 Ordinance of The City of Asbury Park Authorizing The Execution of a Financial Agreement with K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on The City Tax Map within The Asbury Park Waterfront Redevelopment Area and Granting A Tax Exemption

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-4 Ordinance Amending the Redevelopment Plan for 1001 First Avenue City of Asbury Park, Monmouth County, Block: 401, Lots: 10, 11,12, and 13

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:44 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 6:44 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk

Minutes Acceptance: Minutes of Jan 29, 2025 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-97

Resolution authorizing the payment of bills in the amount of \$4,041,729.18



RESOLUTION NO. 2025-97

**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 \$4,041,729.18

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	\$ 1,777,621.18
BOARD OF EDUCATION	<u>2,264,108.00</u>
 TOTAL VOUCHERS	 \$ <u>4,041,729.18</u>

I, ANTHONY CUCCI, 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. 2025-97 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

February 3, 2025
04:34 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

P 3.C.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 4-First to 5-zz-zz-zzz-zzz-zzz Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/25 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

4-01-20-100-000-209	ADMINISTRATION Professional Services					
MCELW005	McElwee & Quinn LLC	25-00043	Invoice 24-648 Printing of	2,000.00	0.00	
POLIC010	POLICYFIND, LLC	25-00261	OCTOBER TO December 2024 Fees	14,940.26	0.00	
				16,940.26		
	Extd Total: ADMINISTRATION			16,940.26		
	Department Total: ADMINISTRATION			16,940.26		

Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

4-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-00323	Contract 88929 10/1-12/31/24	3,600.20	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			3,600.20		
	Department Total: FINANCE			3,600.20		

Department: COMPUTER MIS
Extd: COMPUTERIZED DATA PROCESSING

4-01-20-140-000-224	COMPUTER DATA PROC. Troubleshooting					
RAHTYP	RAHWAY TYPEWRITER COMPANY INC	24-03624	Construction Printer Repair	336.50	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			336.50		
	Department Total: COMPUTER MIS			336.50		

Department: LEGAL SERVICES
Extd: LEGAL SERVICES

4-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	25-00025	PROFESSIONAL SERVICES RENDERED	70.00	0.00	
DILW005	DILWORTH PAXSON, LLP	25-00132	Invoice 618045 General Fees	3,119.53	0.00	
PEMLA005	PEM Law LLP	25-00139	Invoice 3672 Employ. Disputes	7,033.48	0.00	
				10,223.01		
	Extd Total: LEGAL SERVICES			10,223.01		
	Department Total: LEGAL SERVICES			10,223.01		

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

February 3, 2025
04:34 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: APTV Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-201 CDWGOV	APTV Cont/Subs/Dues CDW GOVERNMENT LLC	24-03479	CPU Cooler 1CG6GZ4	140.81	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				140.81		
Department Total: APTV				140.81		
CAFR Total:				31,240.78		
Department: Planning Department Extd: Planning Department						
4-01-21-179-000-209 JACSER	PLANNINF DEPT. Planning Board Fees JACK A. SERPICO	25-00204	12.24 Serpico General	1,112.50	0.00	
4-01-21-179-000-210 JACSER	PLANNING DEPT. Zoning Board Fees JACK A. SERPICO	25-00204	12.24 Serpico General	790.00	0.00	
Extd Total: Planning Department				1,902.50		
Department Total: Planning Department				1,902.50		
CAFR Total:				1,902.50		
Department: CONST CODE Extd: CONSTRUCTION CODE OFFICIAL						
4-01-22-200-000-203 MELCOR	CONST CODE Motor Vehicle AP CARWASH AND OIL CHANGE	25-00273	CAR WASHES 8/9/24 TO 1/13/25	61.25	0.00	
Extd Total: CONSTRUCTION CODE OFFICIAL				61.25		
Department Total: CONST CODE				61.25		
CAFR Total:				61.25		
Department: POLICE Extd: POLICE DEPARTMENT						
4-01-25-240-000-212 EVERBR	POLICE Dues,Subscript. EVERBRIDGE, INC	24-03568	M84713 NIXLE 11/25/24-11/24/25	6,654.73	0.00	
Extd Total: POLICE DEPARTMENT				6,654.73		
Department Total: POLICE				6,654.73		
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
4-01-25-265-000-203 NJFIRE	FIRE DEPT. Motor Vehicle NJ FIRE EQUIPMENT COMPANY	24-03185	QTE:26898-60 MIN SCBA Bottle	3,879.54	0.00	
FISONS	FIS on Site Service LLC	24-03347	QTE:E1423-8376 PM and Repair	3,628.76	0.00	
MELCOR	AP CARWASH AND OIL CHANGE	25-00275	CAR WASHES 8/2 TO 1/26/25	105.00	0.00	
				7,613.30		
4-01-25-265-000-206 CONFIR	FIRE DEPT. Purchase of Equipment CONTINENTAL FIRE & SAFETY, INC.	24-02486	EST:24-1324 8390 2" Hose	315.00	0.00	

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

February 3, 2025
04:34 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	25-00123	Invoice 1505944 December Fees	8,927.40	0.00	
4-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	24-02586	Quote: 26125-Annual SCBA Test	1,529.00	0.00	
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	24-03375	QUOTE#2811216 RADIO MIC CABLES	1,512.00	0.00	
BULLOC	BULLET LOCK & SAFE CO., INC.	24-03602	ESTIMATE# 3842 LOCK REPAIR	1,097.00	0.00	
AGEN	A-GENERAL PLUMBING & SEWER	25-00303	I#82718 & 556567 EMERGENCY REP	690.00	0.00	
				4,828.00		
4-01-25-265-000-298	FIRE DEPT. Special Operations					
ESIEQU	ESI EQUIPMENT, INC.	24-03567	HOLMATRO PENETHEON JAWS OF LIFE	15,218.98	0.00	
	Extd Total: FIRE DEPARTMENT			36,902.68		
Extd:	FIRE HYDRANT					
4-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	25-00337	#1018-210026567043 12/27-1/27	23,694.99	0.00	
	Extd Total: FIRE HYDRANT			23,694.99		
	Department Total: FIRE DEPT.			60,597.67		
	CAFR Total:			67,252.40		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SANIEQUI	SANITATION EQUIPMENT CORP.	24-02007	VARIOUS PARTS BLANKET	538.98	0.00	B
MELCOR	AP CARWASH AND OIL CHANGE	25-00274	CAR WASHES 8/23 TO 1/27/25	166.25	0.00	
				705.23		
	Extd Total: STREETS & ROADS MAINTENANCE			705.23		
	Department Total: STREETS & ROAD			705.23		
Department:	SOLID WASTE					
Extd:	SOLID WASTE COLLECTION					
4-01-26-305-000-209	SOLID WASTE Fees					
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03399	DISPOSAL OF LEAVES BLANKET NTE	1,575.60	0.00	B
	Extd Total: SOLID WASTE COLLECTION			1,575.60		
	Department Total: SOLID WASTE			1,575.60		
Department:	BUILDING & GND					
Extd:	BUILDINGS & GROUNDS					
4-01-26-310-000-210	BUILDING & GND Building Repairs					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-03402	replacement of heater unit	4,853.00	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-03515	Public Work Heating Repairs	2,757.00	0.00	
NEWJERDO	NEW JERSEY DOOR WORKS INC.	25-00217	DPW Garage Door #13 Repair	1,155.75	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	25-00287	#77570 TRANS CENTER HEATING	685.80	0.00	

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-310-000-210	BUILDING & GND Building Repairs	Continued				
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	25-00301	DPW break room no heat repair	5,670.00	0.00	
				15,121.55		
	Extd Total: BUILDINGS & GROUNDS			15,121.55		
	Department Total: BUILDING & GND			15,121.55		
	CAFR Total:			17,402.38		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005	BODY BY BEY	24-02730	EXERCISE CLASS 4TH QTR	300.00	0.00	B
	Extd Total: SENIOR CENTER			300.00		
	Department Total: SENIOR CENTER			300.00		
	CAFR Total:			300.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	25-00231	Various Accounts 12/13-1/15	21,701.64	0.00	
NJAMER	N.J. AMERICAN WATER CO.	25-00252	#1018-210024751262 12/5-1/6	22.65	0.00	
				21,724.29		
	Extd Total: LIGHT,HEAT,POW			21,724.29		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	25-00251	Various Accounts 12/23-1/22	3,889.61	0.00	
	Extd Total: STREET/TRAFFIC			3,889.61		
	Department Total: LIGHTING			25,613.90		
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
ATLLC	AT&T MOBILITY LLC	25-00219	#287284936037 12/12/24-1/11/25	1,886.75	0.00	
ATLLC	AT&T MOBILITY LLC	25-00220	#287315151017 12/12/24-1/11/25	764.41	0.00	
ATLLC	AT&T MOBILITY LLC	25-00221	#287284651437 12/12/24-1/11/25	1,327.98	0.00	
				3,979.14		
	Extd Total: TELEPHONE			3,979.14		
	Department Total: TELEPHONE			3,979.14		
	CAFR Total:			29,593.04		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	25-00082 39383 spanish interpreter12/20			175.00	0.00	
	Extd Total: MUNICIPAL COURT			175.00		
	Department Total: MUNIC COURT			175.00		
	CAFR Total:			175.00		
	Fund Total: CURRENT			147,927.35		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM OPTIMUM	25-00269 07866-19915-01-3 12/15-1/14/25			187.40	0.00	
4-06-55-502-000-220	TRANS.UTILITY O/E: Utilities					
NJNATU N.J. NATURAL GAS CO.	25-00283 #22-0022-3490-85 12/13-1/15			55.79	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			243.19		
	Department Total: UTILITY OE			243.19		
	CAFR Total:			243.19		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			243.19		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
4-07-55-502-000-209	SEWER UTILITY O/E: Fees					
LYONS005 LYONS ENVIRONMENTAL SERVICES	25-00073 APSA1224 WWTP TESTING DECEMBER			1,448.00	0.00	
4-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
NJNATU N.J. NATURAL GAS CO.	25-00231 Various Accounts 12/13-1/15			20,025.54	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			21,473.54		
	Department Total: UTILITY OE			21,473.54		
	CAFR Total:			21,473.54		
	Fund Total: SEWER UTILITY: BUDGET:			21,473.54		
	Year Total:			169,644.08		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
5-01-20-100-000-202	ADMINISTRATION Office Supplies					
GREFIN GREATAMERICA FINANCIAL SVCS.	25-00253 FOLDING MACHINE FEBRUARY 2025			389.00	0.00	
5-01-20-100-000-209	ADMINISTRATION Professional Services					
CGPHL005 CGP&H, LLC	25-00147 INV #52582 NOV/DECEMBER 2024			1,056.00	0.00	

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-100-000-212 ASCAP ASCAP	ADMINISTRATION Dues,Licenses	25-00213	#500638919 License Fee 2025	445.00	0.00	
5-01-20-100-000-251 KARBRI KAREEM BRINSON	ADMINISTRATION Comm. & Cultural Affairs	25-00053	DJ for Comedy Show 1/16	500.00	0.00	
Extd Total: ADMINISTRATION				2,390.00		
Department Total: ADMINISTRATION				2,390.00		
Department: HUMAN RESOURCE						
Extd: HUMAN RESOURCES						
5-01-20-105-000-299	HUMAN RESOURCES Misc.					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	25-00144	Job Ads 1/15	2/13/25	485.00	0.00	
NJMMA NJ MUNICIPAL MANAGEMENT ASSOC.	25-00240	2025 Membership - D. Callery		200.00	0.00	
				685.00		
Extd Total: HUMAN RESOURCES				685.00		
Department Total: HUMAN RESOURCE				685.00		
Department: CENTRAL FUNCTIONS						
Extd: CENTRAL FUNCTIONS						
5-01-20-115-000-299	CENTRAL FUNCTIONS Misc.					
UNIPAR UNITED PARCEL SERVICE, INC.	25-00227	Postage Invoice 210F98035		14.83	0.00	
Extd Total: CENTRAL FUNCTIONS				14.83		
Department Total: CENTRAL FUNCTIONS				14.83		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
5-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
GANN005 GANNETT NEW YORK/NEW JERSEY	25-00279	#10954610 1/19 & 10954504 1/21		143.92	0.00	
NJADV NJ ADVANCE MEDIA LLC	25-00281	AD #0010957731 public meetings		213.40	0.00	
THECOA THE NEW COASTER, LLC	25-00282	INV #9817 MEETING & PAPER ADS		64.10	0.00	
				421.42		
5-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	25-00278	INVOICE #196632 FEBRUARY 2025		793.42	0.00	
Extd Total: MUNICIPAL CLERK				1,214.84		
Department Total: MUNIC CLERK				1,214.84		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
5-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	25-00215	Finance Supplies		130.59	0.00	
5-01-20-130-000-204	FINANCE Outside Services					
MOODINV Moody's Investors Service	25-00208	Invoice P0487110 Moody Rating		7,750.00	0.00	

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-130-000-205	FINANCE Ads					
GANNE005	GANNETT NEW YORK/NEW JERSEY	25-00058	NOTICE OF INTENT TO AWARD	57.44	0.00	
5-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	25-00260	#40115602 Payment #18 of 60	2,561.08	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	25-00292	#40057114 Payment #59 of 60	1,561.45	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-00323	Contract 88929 10/1-12/31/24	525.00	0.00	
				4,647.53		
5-01-20-130-000-209	FINANCE Fees					
EDMASS	EDMUNDS GOVTECH, INC.	25-00048	Finance Maintenance	8,270.29	0.00	
FPMail	FP Mailing Solutions	25-00228	#RI106428638 11/1/24-1/31/25	234.00	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-00334	Invoice #28395313 March 2025	373.45	0.00	
				8,877.74		
5-01-20-130-000-222	FINANCE Training					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	25-00320	Webinar 2-26-25 Budget BOOS	45.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			21,508.30		
	Department Total: FINANCE			21,508.30		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
5-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
AMAZ0005	AMAZON.COM SERVICES	25-00054	January IT Supplies	472.11	0.00	
APPINC	APPLE INC.	25-00061	2310126056 Fire Department	1,076.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	25-00075	Q#1CGDBDP Docking Stations	326.76	0.00	
				1,874.87		
	Extd Total: COMPUTERIZED DATA PROCESSING			1,874.87		
	Department Total: COMPUTER MIS			1,874.87		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
5-01-20-145-000-209	TAX REV ADMIN Fees					
EDMASS	EDMUNDS GOVTECH, INC.	25-00048	Finance Maintenance	4,433.17	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			4,433.17		
	Department Total: TAX REV ADMIN			4,433.17		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
5-01-20-155-000-209	LEGAL SERVICES Fees					
STAKEL	STARKEY, KELLY, KENNEALLY,	25-00316	Invoice 37541 January Fees	16,032.33	0.00	
RAIN0005	RAINONE COUGHLIN MINCHELLO LLC	25-00318	Invoice 21391 Janaury Fees	1,219.33	0.00	
				17,251.66		
	Extd Total: LEGAL SERVICES			17,251.66		
	Department Total: LEGAL SERVICES			17,251.66		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
5-01-20-162-000-201	APT V Cont/Subs/Dues					
JERACC JERSEY ACCESS GROUP		25-00249	INV #1712 2025 JAG Dues	350.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			350.00		
	Department Total: APTV			350.00		
	CAFR Total:			49,722.67		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
5-01-22-200-000-203	CONST CODE Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE		25-00273	CAR WASHES 8/9/24 TO 1/13/25	8.75	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			8.75		
	Department Total: CONST CODE			8.75		
	CAFR Total:			8.75		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
5-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		25-00349	HEALTH COVERAGE FEBRUARY 2025	644,830.46	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			644,830.46		
	Department Total: GROUP INSUR.			644,830.46		
	CAFR Total:			644,830.46		
Department: POLICE						
Extd: POLICE DEPARTMENT						
5-01-25-240-000-203	POLICE Motor Vehicle					
ATLLOK ATLANTIC LOCK & SAFE		25-00263	INV #28367 remote car 63 1/7	35.00	0.00	
5-01-25-240-000-212	POLICE Dues,Subscript.					
MOCIB M.O.C.I.B.		25-00243	2025 Agency Participation fee	75.00	0.00	
5-01-25-240-000-218	POLICE Contract.Serv.					
THOWES THOMSON WEST CUSTOMER SERVICE		25-00193	#851292589 JANUARY 2025	271.22	0.00	
5-01-25-240-000-222	POLICE Training					
MONCOL MON.CTY.POLICE CHIEF'S ASSN.		25-00270	2025 RDF Dues	500.00	0.00	
	Extd Total: POLICE DEPARTMENT			881.22		
	Department Total: POLICE			881.22		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
5-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		25-00070	MISC. OFFICE SUPPLIES	72.49	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-25-265-000-202	FIRE DEPT. Office Supplies		Continued			
AMAZO005	AMAZON.COM SERVICES	25-00149	MISC. CHARGERS & CABLES	52.24	0.00	
				124.73		
5-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	25-00005	VEHICLE REPAIRS NEEDED BLANKET	1,975.69	0.00	B
FISONS	FIS on Site Service LLC	25-00257	INV:W 2169-8376 Pump Repairs	2,361.13	0.00	
MELCOR	AP CARWASH AND OIL CHANGE	25-00275	CAR WASHES 8/2 TO 1/26/25	26.25	0.00	
				4,363.07		
5-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
GRAING	GRAINGER, INC.	25-00206	Q#2059992464 BACKPACK VACCUM	426.52	0.00	
5-01-25-265-000-214	FIRE DEPT. Building Maintenance					
GRAING	GRAINGER, INC.	25-00205	QTE2581890545-Variou Supplies	251.34	0.00	
HUTMEC	HUTCHINSON PLUMBING HEATING	25-00223	I#373821271 EMERGENCY REPAIR	1,307.40	0.00	
				1,558.74		
5-01-25-265-000-222	FIRE DEPT. Training					
TRESTN	TREASURER, ST. OF NEW JERSEY.	25-00255	FO KEDDY RENEWAL CERT#101853	91.00	0.00	
TRESTN	TREASURER, ST. OF NEW JERSEY.	25-00256	INVESTIGA. ID#142972 & 101853	182.00	0.00	
				273.00		
	Extd Total: FIRE DEPARTMENT			6,746.06		
	Department Total: FIRE DEPT.			6,746.06		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
5-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	25-00344	prosecutor jan 2025	5,200.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
	Department Total: PROSECUTOR			5,200.00		
	CAFR Total:			12,827.28		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
5-01-26-290-000-202	STREETS & ROAD Office Supplies					
AMAZO005	AMAZON.COM SERVICES	25-00245	Boiler Log Book	35.50	0.00	
5-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	25-00001	BLANKET PO FOR VARIOUS PARTS	5,038.18	0.00	B
THEHOS	THE HOSE SHOP, INC.	25-00010	VARIOUS PARTS NEEDED BLANKET	200.58	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	25-00011	DPW KEYS & LOCK SERVICES	80.00	0.00	B
FREFOR	FREEHOLD FORD	25-00097	APPD#7 CATALYTIC CONVERTOR	1,828.58	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	25-00098	VARIOUS PARTS BLANKET	362.85	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	25-00100	VARIOUS PARTS BLANKET	520.51	0.00	B
PRIME005	PRIME LUBE INC	25-00166	VARIOUS PARTS BLANKET	739.35	0.00	B
HUDSO005	HUDSON COUNTY MOTORS, INC.	25-00237	VARIOUS PARTS BLANKET	136.95	0.00	B
TRIUS	TRIUS, INC.	25-00238	SOLENOID VALVES SALT TRK#51	695.70	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-26-290-000-203 MELCOR	STREETS & ROAD AP CARWASH AND OIL CHANGE	Motor Vehicle 25-00274	Continued CAR WASHES 8/23 TO 1/27/25	26.25 9,628.95	0.00	
5-01-26-290-000-205 RIVER005	STREETS & ROAD RIVERSIDE CONSTRUCTION	Snowstorm Expenses 25-00007	ROCK SALT NEEDED	5,037.82	0.00	
5-01-26-290-000-218 SECWOR	STREETS & ROAD SECURITY WORLD INC.	Contract.Serv. 25-00078	2025 SERVICE AGREEMENTS	258.00	0.00	
CAESA005	CAESARS ATLANTIC CITY HOTEL-	25-00198	Hotel for Conference March 25	282.00	0.00	
JANIT005	JANITOR SUPPLY CORP.	25-00211	1 pallet snow melt 50bags	699.83	0.00	
CINCOR	CINTAS CORPORATION NO 2	25-00286	#5250524402 MEDICAL RESTOCK	205.71 1,445.54	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				16,147.81		
Department Total: STREETS & ROAD				16,147.81		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
5-01-26-305-000-209 DELDEM	SOLID WASTE Fees DELISA DEMOLITION, INC.	25-00216	#320564 TRASH FEES 1/2 - 1/15	27,257.86	0.00	
DELDEM	DELISA DEMOLITION, INC.	25-00258	#320526 & 320526 CONSTR DEBRIS	1,934.95 29,192.81	0.00	
Extd Total: SOLID WASTE COLLECTION				29,192.81		
Department Total: SOLID WASTE				29,192.81		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
5-01-26-310-000-210 GRAING	BUILDING & GND GRAINGER, INC.	Building Repairs 25-00195	Social Service Door Closer	267.07	0.00	
WARGEN	WARSHAUER GENERATOR, LLC	25-00218	service call- Police Side Bldg	375.00 642.07	0.00	
Extd Total: BUILDINGS & GROUNDS				642.07		
Department Total: BUILDING & GND				642.07		
CAFR Total:				45,982.69		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
5-01-27-345-000-206 AMAZO005	SOCIAL SERVICES AMAZON.COM SERVICES	Purchase of Equipment 25-00225	Snow/Ice scrapers	54.98	0.00	
Extd Total: SOCIAL SERVICES:				54.98		
Department Total: PUBLIC ASST				54.98		

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
5-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM OPTIMUM		25-00212	#07866-196932-01-7 1/15 - 2/14	9.38	0.00	
5-01-27-350-000-203	SENIOR CENTER Vehicle Maintenance					
AMAZ0005 AMAZON.COM SERVICES		25-00236	Reg Broom for buses	34.97	0.00	
	Extd Total: SENIOR CENTER			44.35		
	Department Total: SENIOR CENTER			44.35		
	CAFR Total:			99.33		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
5-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL JCPL		25-00315	Various Accounts 12/26-1/23	7,427.47	0.00	
	Extd Total: LIGHT,HEAT,POW			7,427.47		
Extd: STREET/TRAFFIC						
5-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		25-00251	Various Accounts 12/23-1/22	1,466.24	0.00	
JCPL JCPL		25-00298	Various Accounts 12/23-1/22	1,323.34	0.00	
JCPL JCPL		25-00315	Various Accounts 12/26-1/23	5,861.31	0.00	
JCPL JCPL		25-00335	Various Accounts 12/26-1/23	609.91	0.00	
JCPL JCPL		25-00345	#100 015 500 489 10/25-1/22	2,332.36	0.00	
				11,593.16		
	Extd Total: STREET/TRAFFIC			11,593.16		
	Department Total: LIGHTING			19,020.63		
Department: TELEPHONE						
Extd: TELEPHONE						
5-01-31-440-000-299	TELEPHONE Misc.					
TMOBIL T-MOBILE		25-00254	#990733363 12/24/24-1/20/25	530.62	0.00	
	Extd Total: TELEPHONE			530.62		
	Department Total: TELEPHONE			530.62		
Department: GASOLINE						
Extd: GASOLINE						
5-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		25-00235	#762653 UNLEADED FUEL 1/9/25	7,886.05	0.00	
	Extd Total: GASOLINE			7,886.05		
	Department Total: GASOLINE			7,886.05		
	CAFR Total:			27,437.30		

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
5-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-00342	#38362195 FEBRUARY 2025	145.00	0.00	
	Extd Total: MUNICIPAL COURT			145.00		
	Department Total: MUNIC COURT			145.00		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
5-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	25-00339	public defender jan 2025	2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFEND.			2,500.00		
	CAFR Total:			2,645.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
5-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	25-00333	February 2025 School Tax	2,264,108.00	0.00	
5-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	25-00044	4th Q 2024 Pilots	88,810.55	0.00	
	Extd Total: TAXES PAYABLE:			2,352,918.55		
	Department Total: TAXES PAYABLE:			2,352,918.55		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,352,918.55		
	Fund Total: CURRENT			3,136,472.03		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
5-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	25-00315	Various Accounts 12/26-1/23	426.60	0.00	
5-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	25-00291	#07866-197754-01-4 1/15 - 2/14	119.40	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			546.00		
	Department Total: UTILITY OE			546.00		
	CAFR Total:			546.00		
	Fund Total: BEACH			546.00		

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
5-06-55-502-000-214	TRANS.UTILITY O/E: Dues/Conferences					
JAMES010 James Bonanno	25-00214 NPC25 Registration Fee			350.00	0.00	
5-06-55-502-000-217	TRANS.UTILITY O/E: Equipment					
MUNCAP MUNICIPAL CAPITAL CORPORATION	25-00292 #40057114 Payment #59 of 60			161.68	0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				511.68		
Department Total: UTILITY OE				511.68		
CAFR Total:				511.68		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				511.68		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
5-07-55-502-000-209	SEWER UTILITY O/E: Fees					
EDMASS EDMUNDS GOVTECH, INC.	25-00048 Finance Maintenance			5,490.79	0.00	
5-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL JCPL	25-00335 Various Accounts 12/26-1/23			22,570.15	0.00	
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
SECWOR SECURITY WORLD INC.	25-00078 2025 SERVICE AGREEMENTS			3,600.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	25-00292 #40057114 Payment #59 of 60			82.58	0.00	
CERID005 CERIDA INVESTMENT CORP.	25-00297 #127-41995 FEBRUARY 2025			153.44	0.00	
				3,836.02		
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				31,896.96		
Department Total: UTILITY OE				31,896.96		
Department: SEWER ACCTS.PAYABLE						
Extd: SEWER ACCTS.PAYABLE						
5-07-55-526-000-000	SEWER ACCTS.PAYABLE					
TRAUS TRANE U.S. INC.	23-00454 HEAT AIR HANDLERS			48,699.10	0.00	B
Extd Total: SEWER ACCTS.PAYABLE				48,699.10		
Department Total: SEWER ACCTS.PAYABLE				48,699.10		
CAFR Total:				80,596.06		
Fund Total: SEWER UTILITY: BUDGET:				80,596.06		
Year Total:				3,218,125.77		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: Odr. 2018-57 Acq.Prop./Const. of FH						
C-04-55-998-176-001	Section 20 Costs					
SHOPOI SHORE POINT ARCHITECTURE,PA	21-01208 ENGINEERING SERVICES NEW FIRE			8,600.00	0.00	B
ATECSEC A+ TECHNOLOGY & SECURITY	24-01187 ELECTRONIC DOOR LOCKING SYSTEM			112,372.05	0.00	B
ACAFGI ACACIA FINANCIAL GROUP, INC.	25-00122 BAN Sale Fees			4,776.54	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-176-001	Section 20 Costs		Continued			
DILW0005 DILWORTH PAXSON, LLP		25-00131	January BAN sale Fees	<u>7,153.59</u> 132,902.18	0.00	
C-04-55-998-176-002	Purchase of Prop./Const. of Firehouse					
WALLA005 WALLACE BROS, INC.		23-02172	FIRE DEPARTMENT HEADQUARTERS	336,365.20	0.00	B
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			469,267.38		
Extd:	Ord. 2024-18 Roof Replacement					
C-04-55-998-185-003	Roof Replacement - SS Bld. State Grant					
USAGE005 USA GENERAL CONTRACTORS, CORP.		24-01414	Ord. 2024-12 Roof Replace.	92,530.00	0.00	B
	Extd Total: Ord. 2024-18 Roof Replacement			92,530.00		
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-001	Section 20 Costs					
ACAFIGI ACACIA FINANCIAL GROUP, INC.		25-00122	BAN Sale Fees	526.55	0.00	
DILW0005 DILWORTH PAXSON, LLP		25-00131	January BAN sale Fees	<u>788.58</u> 1,315.13	0.00	
C-04-55-998-186-003	Vehicles & Equip. IT					
CDWGOV CDW GOVERNMENT LLC		25-00152	1CGF7R7 Surface Laptop	4,288.92	0.00	
CDWGOV CDW GOVERNMENT LLC		25-00153	1CGDBDP & 1CGDZ16 Accessories	2,166.92	0.00	
CDWGOV CDW GOVERNMENT LLC		25-00159	1CGF96S Communications	<u>2,144.46</u> 8,600.30	0.00	
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			9,915.43		
	Department Total:			571,712.81		
	CAFR Total:			571,712.81		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			571,712.81		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
ACAFIGI ACACIA FINANCIAL GROUP, INC.		25-00122	BAN Sale Fees	1,222.35	0.00	
DILW0005 DILWORTH PAXSON, LLP		25-00131	January BAN sale Fees	<u>1,830.64</u> 3,052.99	0.00	
	Extd Total: Ord. 2020-8 Memorial Drive Paving			3,052.99		
	Department Total: Ord. 2020-8 Memorial Drive Paving			3,052.99		
Department:	Ord. 2022-8 Various Rd. Improvements					
Extd:	Ord. 2022-8 Various Rd. Improvements					
C-09-17-909-000-904	Section 20 Costs					
ACAFIGI ACACIA FINANCIAL GROUP, INC.		25-00122	BAN Sale Fees	1,222.35	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-09-17-909-000-904	Section 20 Costs		Continued			
DILW0005 DILWORTH PAXSON, LLP		25-00131	January BAN sale Fees	1,830.64	0.00	
				3,052.99		
	Extd Total: Ord. 2022-8 Various Rd. Improvements			3,052.99		
	Department Total: Ord. 2022-8 Various Rd. Improvements			3,052.99		
Department: Ord. 2024-20 1st Ave. Road Improvements						
Extd: Ord. 2024-20 1st Ave. Road Improvements						
C-09-17-911-000-901	Section 20 Costs					
ACAFGI ACACIA FINANCIAL GROUP, INC.		25-00122	BAN Sale Fees	752.21	0.00	
DILW0005 DILWORTH PAXSON, LLP		25-00131	January BAN sale Fees	1,126.55	0.00	
TREDEP TREASURER-STATE NJ - NJDEP		25-00336	PID1085951 First Avenue	450.00	0.00	
				2,328.76		
	Extd Total: Ord. 2024-20 1st Ave. Road Improvements			2,328.76		
	Department Total: Ord. 2024-20 1st Ave. Road Improvements			2,328.76		
	CAFR Total:			8,434.74		
	Fund Total: PARKING CAPITAL			8,434.74		
	Year Total:			580,147.55		
Fund: GRANT FUND BUDGET:						
G-02-43-956-022-217	Opioid Settlement Funds					
HOMDRU HOME DRUG PHARMACY		24-00744	Medication at risk opioid ct's	10.00	0.00	B
TMOBIL T-MOBILE		25-00254	#990733363 12/24/24-1/20/25	64.11	0.00	
				74.11		
	Extd Total:			74.11		
	Department Total:			74.11		
G-02-43-982-024-200	Redevelopers Contribution					
INSPSY INSTITUTE FOR FORENSIC		25-00171	#21619 PSYCH. EVALUATIONS DEC	2,750.00	0.00	
	Extd Total:			2,750.00		
	Department Total:			2,750.00		
G-02-43-984-024-201	Municipal Share					
ARCAR005 ARCARI & IOVINO ARCHITECTS, PC		24-01847	BOARDWALK RESTROOMS	2,490.00	0.00	B
	Extd Total:			2,490.00		
	Department Total:			2,490.00		
	CAFR Total:			5,314.11		
	Fund Total: GRANT FUND BUDGET:			5,314.11		
	Year Total:			5,314.11		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2023 CDBG 23-MC-34-0100						
T-17-82-850-850-003	2023 Community Events					
AMAZO005 AMAZON.COM SERVICES		25-00199	Supplies/Black Hist. Luncheon	847.03	0.00	
ENJOY005 ENJOY YOUR PARTY, INC.		25-00210	waitstaff for Black History	2,150.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-82-850-850-003 KARBRI KAREEM BRINSON	2023 Community Events Continued	25-00222	DJ Services for Black History	400.00 3,397.03	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			3,397.03		
	Department Total:			3,397.03		
	CAFR Total:			3,397.03		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			3,397.03		
Fund:	TRUST OTHER					
T-20-56-850-860-801 NJDIV NJ DIVISION OF EMPLOYER ACCTS NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY	Reserve for Unemployment Compensation 25-00247 3rd Q 2023 Balance Due 25-00328 3rd & 4th Q 2023 Interest			93.38 642.97 736.35	0.00 0.00	
	Extd Total:			736.35		
T-20-56-850-868-801 JAMBUT JAMES N. BUTLER, JR.	Reserve for P.O.A.A. 25-00341 prosecutor parking session			500.00	0.00	
	Extd Total:			500.00		
	Department Total:			1,236.35		
	CAFR Total:			1,236.35		
	Fund Total: TRUST OTHER			1,236.35		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-504-000-299 INSENG INSITE ENGINEERING, LLC	722-724 COOKMAN(INSPECTION)(C&C COOKMAN) 25-00194 PB 15872 and 16503			408.77	0.00	
	Extd Total:			408.77		
	Department Total:			408.77		
T-21-00-542-000-299 LEONS010 LEON S. AVAKIAN, INC.	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL) 25-00246 PB & ZB PROF INVOICES			913.75	0.00	
	Extd Total:			913.75		
	Department Total:			913.75		
T-21-00-550-000-299 CLACAN CLARKE CATON HINTZ PC LEONS010 LEON S. AVAKIAN, INC.	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP) 25-00203 PB & ZB PRO SVS CCH 2024 25-00246 PB & ZB PROF INVOICES			525.00 170.00 695.00	0.00 0.00	
	Extd Total:			695.00		
	Department Total:			695.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-556-000-299 CLACAN CLARKE CATON	300 6TH AVENUE(JAMES DUNN) HINTZ PC	25-00203	PB & ZB PRO SVS CCH 2024	603.25	0.00	
	Extd Total:			603.25		
	Department Total:			603.25		
T-21-00-568-000-299 LEONS010 LEON S. AVAKIAN, INC.	BL 4001(INSF.FEES)(AP BL 4001 VENTURE) 25-00246 PB & ZB PROF INVOICES			285.00	0.00	
	Extd Total:			285.00		
	Department Total:			285.00		
T-21-00-572-000-299 CLACAN CLARKE CATON	202 7TH AVE(INSF.FEES)(202 7TH AVE,LLC) HINTZ PC	25-00203	PB & ZB PRO SVS CCH 2024	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-593-000-299 CLACAN CLARKE CATON	BLOCK 4306(ASBURY PARTNERS, LLC) HINTZ PC	25-00203	PB & ZB PRO SVS CCH 2024	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-597-000-299 LEONS010 LEON S. AVAKIAN, INC.	407 LAKE AVE(INSF.FEES)(TOLL BROS.INC.) 25-00246 PB & ZB PROF INVOICES			1,282.50	0.00	
	Extd Total:			1,282.50		
	Department Total:			1,282.50		
T-21-00-600-000-299 CLACAN CLARKE CATON	1411 MEMORIAL DR(INS)(T.CALTABILOTA,LLC) HINTZ PC	25-00203	PB & ZB PRO SVS CCH 2024	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		
T-21-00-612-000-299 JACSER JACK A. SERPICO	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.) 25-00202 PB & ZB Legal Serpico 12.25			127.50	0.00	
	Extd Total:			127.50		
	Department Total:			127.50		
T-21-00-617-000-299 CLACAN CLARKE CATON	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO) HINTZ PC	25-00203	PB & ZB PRO SVS CCH 2024	37.50	0.00	
CLACAN CLARKE CATON	HINTZ PC	25-00232	ZB PROF SVS 1118 Summerfield	1,275.00	0.00	
				1,312.50		
	Extd Total:			1,312.50		
	Department Total:			1,312.50		
T-21-00-621-000-299 JACSER JACK A. SERPICO	637-701 LAKE AVE(DOUGLAS DEVELOPMENT CO) 25-00202 PB & ZB Legal Serpico 12.25			510.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-621-000-299	637-701 LAKE AVE(DOUGLAS DEVELOPMENT CO) Continued					
CLACAN CLARKE CATON HINTZ PC	25-00203 PB & ZB PRO SVS CCH 2024			600.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.	25-00246 PB & ZB PROF INVOICES			<u>938.75</u>	0.00	
				2,048.75		
	Extd Total:			2,048.75		
	Department Total:			2,048.75		
T-21-00-625-000-299	1206 COMSTOCK ST(1206 COMSTOCK AP,LLC)					
CLACAN CLARKE CATON HINTZ PC	25-00192 ZB PROF SVS CCH 2024			1,290.00	0.00	
JACSER JACK A. SERPICO	25-00202 PB & ZB Legal Serpico 12.25			170.00	0.00	
CLACAN CLARKE CATON HINTZ PC	25-00203 PB & ZB PRO SVS CCH 2024			300.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.	25-00246 PB & ZB PROF INVOICES			<u>315.00</u>	0.00	
				2,075.00		
	Extd Total:			2,075.00		
	Department Total:			2,075.00		
T-21-00-626-000-299	108 THIRD AVENUE(ASBURY PARTNERS, LLC)					
LEONS010 LEON S. AVAKIAN, INC.	25-00246 PB & ZB PROF INVOICES			255.00	0.00	
	Extd Total:			255.00		
	Department Total:			255.00		
T-21-00-629-000-299	SUNSET SQUARE B4205(INSF.FEES)(PHM,LLC)					
LEONS010 LEON S. AVAKIAN, INC.	25-00246 PB & ZB PROF INVOICES			342.50	0.00	
	Extd Total:			342.50		
	Department Total:			342.50		
T-21-00-630-000-299	1103 DRUMMOND AVENUE(H.PETER LAMMERS)					
CLACAN CLARKE CATON HINTZ PC	25-00192 ZB PROF SVS CCH 2024			600.00	0.00	
CLACAN CLARKE CATON HINTZ PC	25-00203 PB & ZB PRO SVS CCH 2024			521.25	0.00	
LEONS010 LEON S. AVAKIAN, INC.	25-00246 PB & ZB PROF INVOICES			<u>315.00</u>	0.00	
				1,436.25		
	Extd Total:			1,436.25		
	Department Total:			1,436.25		
T-21-00-632-000-299	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)					
LEONS010 LEON S. AVAKIAN, INC.	25-00200 PB PRO SVS			2,470.00	0.00	
	Extd Total:			2,470.00		
	Department Total:			2,470.00		
T-21-00-634-000-299	301 EIGHTH AVENUE(KAREN J. MAY)					
CLACAN CLARKE CATON HINTZ PC	25-00203 PB & ZB PRO SVS CCH 2024			300.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.	25-00246 PB & ZB PROF INVOICES			<u>1,390.00</u>	0.00	
				1,690.00		
	Extd Total:			1,690.00		
	Department Total:			1,690.00		

Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-635-000-299	BLOCK 3802(ASBURY PARTNERS, LLC)					
CLACAN CLARKE CATON	HINTZ PC	25-00203	PB & ZB PRO SVS CCH 2024	1,839.00	0.00	
	Extd Total:			1,839.00		
	Department Total:			1,839.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			18,834.77		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			18,834.77		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-843	COVE AT ASBURY, THE(K.HOVNANIAN)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	325.00	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	845.00	0.00	
T-48-56-850-000-855	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	292.50	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
DILW0005 DILWORTH PAXSON, LLP		25-00132	Invoice 618045 General Fees	70.00	0.00	
T-48-56-850-000-857	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	5,598.88	0.00	
T-48-56-850-000-864	701 EMORY STREET(JET RED AP, LLC)					
DILW0005 DILWORTH PAXSON, LLP		25-00132	Invoice 618045 General Fees	630.00	0.00	
T-48-56-850-000-868	201 2ND AVE(209-213 FOURTH AVE,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	357.50	0.00	
T-48-56-850-000-869	212-214 2ND AVENUE(BLOCK 3901 QOZF,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	682.50	0.00	
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC) DELTA					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	455.00	0.00	
DILW0005 DILWORTH PAXSON, LLP		25-00132	Invoice 618045 General Fees	140.00	0.00	
				595.00		
T-48-56-850-000-872	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)					
DILW0005 DILWORTH PAXSON, LLP		25-00132	Invoice 618045 General Fees	19.76	0.00	
T-48-56-850-000-874	MM BOARDWALK(MADISON MARQUETTE,LLC)					
MARFAL MARAZITI FALCON, LLP		25-00190	Invoice 58594 MA Retail	12,870.00	0.00	
T-48-56-850-000-879	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	5,569.11	0.00	
T-48-56-850-000-881	LOFTS @ KINGSLEY URBAN RENEWAL(K.HOV)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	325.00	0.00	
T-48-56-850-000-882	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)					
MARFAL MARAZITI FALCON, LLP		25-00025	PROFESSIONAL SERVICES RENDERED	2,502.50	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-883	BLK 4004 108 3RD AVENUE(ASBURY PARTNERS)					
MARFAL MARAZITI FALCON, LLP	25-00025 PROFESSIONAL SERVICES RENDERED			682.50	0.00	
T-48-56-850-000-887	BLOCK 3802(ASBURY PARTNERS, LLC)					
MARFAL MARAZITI FALCON, LLP	25-00025 PROFESSIONAL SERVICES RENDERED			422.50	0.00	
	Extd Total:			31,787.75		
	Department Total:			31,787.75		
	CAFR Total:			31,787.75		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			31,787.75		
Fund:	CITY OF ASBURY PARK MAM ESCROWS					
T-50-56-850-000-809	HUSKER/SPRINGSTEEN(TCS LOUISIANA PROD.5)					
TCSLOU TCS LOUISIANA PRODUCTION 5,INC	25-00314 Reimbursement of Escrow Funds			4,196.77	0.00	
	Extd Total:			4,196.77		
	Department Total:			4,196.77		
	CAFR Total:			4,196.77		
	Fund Total: CITY OF ASBURY PARK MAM ESCROWS			4,196.77		
	Year Total:			59,452.67		
Total Charged Lines:	399	Total List Amount:	4,032,684.18	Total Void Amount:	0.00	

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	4-01	147,927.35	0.00	0.00	147,927.35
TRANSPORTATION UTILITY: BUDGET:	4-06	243.19	0.00	0.00	243.19
SEWER UTILITY: BUDGET:	4-07	<u>21,473.54</u>	<u>0.00</u>	<u>0.00</u>	<u>21,473.54</u>
Year Total:		169,644.08	0.00	0.00	169,644.08
CURRENT	5-01	3,136,472.03	0.00	0.00	3,136,472.03
BEACH	5-05	546.00	0.00	0.00	546.00
TRANSPORTATION UTILITY: BUDGET:	5-06	511.68	0.00	0.00	511.68
SEWER UTILITY: BUDGET:	5-07	<u>80,596.06</u>	<u>0.00</u>	<u>0.00</u>	<u>80,596.06</u>
Year Total:		3,218,125.77	0.00	0.00	3,218,125.77
GENERAL CAPITAL FUND BUDGET:	C-04	571,712.81	0.00	0.00	571,712.81
PARKING CAPITAL	C-09	<u>8,434.74</u>	<u>0.00</u>	<u>0.00</u>	<u>8,434.74</u>
Year Total:		580,147.55	0.00	0.00	580,147.55
GRANT FUND BUDGET:	G-02	5,314.11	0.00	0.00	5,314.11
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	3,397.03	0.00	0.00	3,397.03
TRUST OTHER	T-20	1,236.35	0.00	0.00	1,236.35
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	18,834.77	0.00	0.00	18,834.77
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	31,787.75	0.00	0.00	31,787.75
CITY OF ASBURY PARK MAM ESCROWS	T-50	<u>4,196.77</u>	<u>0.00</u>	<u>0.00</u>	<u>4,196.77</u>
Year Total:		59,452.67	0.00	0.00	59,452.67
Total Of All Funds:		<u>4,032,684.18</u>	<u>0.00</u>	<u>0.00</u>	<u>4,032,684.18</u>

February 12, 2025 Meeting

Balance Brought Forward from Total List Amount	\$ 4,032,684.18
At the Table 2 (25-00207)	\$ 9,045.00

Total:	<u>\$ 4,041,729.18</u>
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Attachment: Bill List 2-12-25 (2025-97 : Payment of Bills)



RESOLUTION NO. 2025-96

**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, 2025 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Asbury Fresh
2. Jersey Pride Parade & Festival
3. NJ Haiti Flag Day
4. Pesach Time Tours

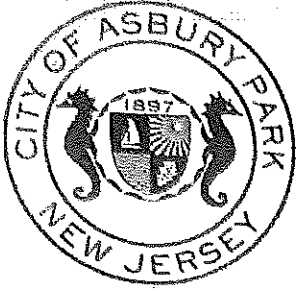
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department 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, ANTHONY CUCCI, 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. 2025-96 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS DAY OF , .

ANTHONY CUCCI
DEPUTY CITY CLERK



Date Application Received: _____
Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: SUNDAY 5/14/25 - 10/26 Rain Date: N/A

Time of Event: 9 AM to 1 PM Setup time: 7:30 Break-down time: 1 PM

Name of Event: Asbury Fresh

Location of Event: PRESS PLAZA

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.

Attachment: cm 21225 (2025-96 : Resolution Approving Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: June 1, 2025 Rain Date: n/a

Time of Event 11am to 6pm Setup time: June 1, 2025 Break-down time: June 1, 2025

Name of Event: New Jersey's 33rd annual Statewide LGBTQ+ Pride Celebration

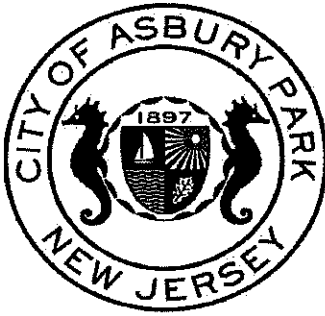
Location of Event: Bradley & Atlantic Park, Parade route from municipal building, up Cookman to Grand, along Grand to Sunset, then east on Sunset to the parks

Type of Event (check all that apply):

- ☒ Festival
☐ Wedding*
☐ Bike Ride/Race

- ☒ Parade
☐ Beach Event
☐ Triathlon

- ☐ Foot Race
☐ Concert
☐ Multi Day Event



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 5/17/25 Rain Date: _____

Time of Event: 10AM to 3:30PM Setup time: 10AM Break-down time: 2PM

Name of Event: NJ Haiti Flag day

Location of Event: Municipal Hall

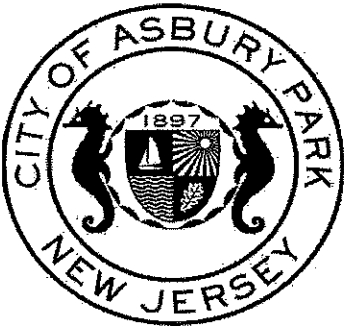
Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☒ Other: Awards Ceremony

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 4/17/2025 Rain Date: 4/18/2025
 Time of Event: 12:00 to 5:00 Setup time: 9:00 Break-down time: 5:00
 Name of Event: Pesach Time Tours
 Location of Event: Bradley Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ |

Other: Carnival, Petting Z



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-98

Routine Budget Transfer

Current Fund:	From	To
Gasoline	\$15,000.00	
Administration OE	92,000.00	
Condo Reimbursements		\$92,000.00
Street Lighting		15,000.00



RESOLUTION NO. 2025-98

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2024 BUDGET

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

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

WHEREAS, New Jersey Statute 40A:4-59 allows for the transfer of funds between line items during the first three months of the following year.

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

Current Fund:	From	To
Gasoline	\$15,000.00	
Administration OE	92,000.00	
Condo Reimbursements		\$92,000.00
Street Lighting		15,000.00

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to provide a certified copy to the Chief Financial Officer and the City Auditor.

I, ANTHONY CUCCI, 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. 2025-98 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-99

Increase to temporary budget prior to budget adoption for Justice Assistance Grant and funds needed to pay for Software Costs



RESOLUTION NO. 2025-99

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2025 BUDGET

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

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2025 budget.

	From	To
Current Fund:		
2024 Justice Assistance Grant	\$0.00	\$23,202.00
Data Processing OE	132,091.00	152,091.00
DOT Grant Langford St	0.00	489,526.00
DOT Grant 3rd & 4th Ave.	0.00	447,645.00

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 2025 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, ANTHONY CUCCI, 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. 2025-99 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-78

Execute the contract for Superior Officers Association, Local No. 6 union.



RESOLUTION NO. 2025-78

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

RESOLUTION RATIFYING THE SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6 OF THE PATROLMEN'S BENEVOLENT ASSOCIATION OF THE STATE OF NEW JERSEY UNION CONTRACT

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey union contract.

I, ANTHONY CUCCI, 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. 2025-78 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.


Anthony Cucci, Deputy City Clerk 1/30/2025

**ANTHONY CUCCI
DEPUTY CITY CLERK**

AGREEMENT
BETWEEN
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY
AND
SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6
OF THE
PATROLMEN'S BENEVOLENT ASSOCIATION
OF THE
STATE OF NEW JERSEY

JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement, entered into this 1st day of January, 2025 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6, hereinafter call the "Association", represents the complete and final understanding of all bargainable issues between the City and the Association.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE I – RECOGNITION

The City recognizes the Association for the purpose of collective negotiations as the exclusive representative of all sworn superior officers of the Police Department in the following categories: Sergeant, Detective Sergeant, Lieutenant, Detective Lieutenant, Captain, and Detective Captain.

ARTICLE II - MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Asbury Park. Additionally, such powers of the City shall be limited by the Statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. No provision contained herein shall be construed to deny or restrict to any member or the City such rights as they may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

ARTICLE III - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.
2. All Superior Officers covered by this agreement may also utilize this grievance procedure to appeal minor discipline. Minor discipline is hereinafter defined as five (5) days of suspension or the equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving the grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved shall institute action under the provisions hereof within thirteen (13) calendar days after the event giving rise to the grievance has occurred or within thirteen (13) days after the discovery of the incident by the individual, Association or City, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said thirteen (13) calendar days.

shall be deemed to constitute an abandonment of the grievance. The aforementioned thirteen (13) calendar days limitation may be extended upon presentation to the Chief of Police or the City Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the City Manager shall render a decision within thirteen (13) days after the receipt of the grievance.

STEP TWO

If the grievance is not settled at the first step, the grievant may make written request for a Second Step meeting within thirteen (13) calendar days after the answer at the First Step, except that in disciplinary action grievances, the written request for a Second Step meeting shall be made within five (5) calendar days after the answer is received at the First Step. The Chief of Police or the City Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said Second Step meeting shall be between the City Manager and Chief of Police with the Association representative and the Association attorney, if requested by the grievant. The City Manager's answer to the Second Step shall be delivered to the Association within thirteen (13) calendar days after the meeting.

STEP THREE

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) calendar days after the letter is sent under Step Two, the individual grievant, the Association or the City may request the New Jersey State Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and their decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The Arbitrator shall have no right to vary or modify the terms of this Agreement and shall render their decision within thirty (30) days of the close of the hearing.

ARTICLE IV - HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

1. The schedule will consist of working four (4) consecutive ten (10) hour days and then having the next three (3) consecutive days off.
2. All members of the rank and file will be subject to the schedule change.
3. There will be three (3) shifts for patrol as defined by the Chief of Police, the highest-ranking officer or their designee. The shift schedules will be set on a yearly basis from January 1 through December 31 and determined based on the needs of the department.
4. Shift selection for the above listed shifts will be based on seniority (most senior to least senior). Each officer shall submit to the Chief of Police or his designee the Officer's first, second and third choices of shift assignment. This submission shall be no earlier than September 1st and no later than September 30th. The Chief of Police or their designee shall use reasonable efforts to assign Officers to their first shift choice. However, the Chief of Police or their designee shall reserve the right to assign Officers to another shift, if the Chief of Police or their designee, in their sole discretion deems such an assignment necessary for the efficient operation of the Police Department or in the event that an Officer's prior choices are fully staffed by more senior officers. These changes must be made no later than October 10.
5. Once shift assignments have been made, Officers shall then select their days off for their assigned shift. This will be based on shift seniority. Days off selection shall be submitted no later than October 15.
6. If a vacancy occurs after shift picks have been made, the Chief of Police or their designee shall have the sole discretion to assign a member of the SOA to fill the vacancy based on the needs of the Police Department.

B. OVERTIME

1. Overtime is herewith defined as that work performed by an employee which exceeds one-quarter (1/4) hour of the employee's tour of duty, or when said employee is recalled to duty on their day off or other than their tour of duty.

2. All Court appearances excepting any matter wherein a civilian is complaining of or has instituted suit against another civilian or civilians, in a matter pertaining to civil litigation, shall be construed to be work and the applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours shall apply to such Court appearances. In the event an employee is required to remain in Court longer than two (2) hours, they shall be compensated at the overtime rate for a minimum of four (4) hours, and if they are required to remain in Court longer than four (4) hours, they shall be compensated at the overtime rate for a minimum of six (6) hours. Records for Court attendance shall be prescribed, supplied and maintained by the City.

3. Compensation for overtime shall be paid to employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.

4. An employee may, elect to receive compensatory time off (at the rate of one and one-half (1 1/2) times the overtime worked) in lieu of overtime pay. However, an employee shall select an option and notify their superior of such election at the time the overtime is worked. Dependent on budget constraints, the City retains the right to provide compensatory time for overtime worked instead of overtime pay.

5. The Chief of Police, or their designee, may grant the request of any two (2) employees for permission to exchange tours or days off when, in the discretion of the Chief of Police, it is believed the same will not interfere with the normal operation of the Police Department.

6. Officers may transfer compensatory and/or sick time to another Officer in an emergency provided the receiving officer has exhausted all sick and other leave. The transfer of compensatory and/or sick time from one Officer to another will be subject to the approval of the Chief of Police.

7. The City agrees to comply with all provisions of the Fair Labor Standards Act.

8. Any employee recalled to duty on their day off or recalled, other than a continuance of their regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.

9. Officers with the rank of Captain or Provisional Captain shall not be eligible for voluntary assignment of overtime shifts. However, overtime caused by outside employment or due to an emergency, as deemed necessary by the Chief of Police, shall be compensable in accordance with the provisions of this Article.

ARTICLE V - POLICE TRAINING

A. The City agrees to establish a professional training program for all police officers. Training sessions will be scheduled at reasonable times.

B. The City retains its managerial right to assign police officers to various training and specialty schools and related programs. It is, however, agreed that all officers shall participate in ten (10) hours of firearm training per annum and that all officers will have the opportunity to participate in training activities.

C. It is also recognized that officers with advanced training may participate in activities relating to special teams formed within the Department.

D. All Superior officers shall continue to be responsible for completing required training time. If the Superior Officer is required to do any mandatory training time outside of regular work hours, the officer shall receive compensatory time, but only after an initial ten (10) hours of training time has been completed per year. There shall be no compensation for the first ten (10) hours of training time per year as such compensation has previously been included in base pay. Consistent with the FLSA, compensation time for training time outside of an officer's regular hours of work shall be at time and one half and may only be taken when there is a full complement.

ARTICLE VI - HOLIDAYS

A. All bargaining unit members shall be compensated for fifteen (15) paid holidays per year. Holiday benefits shall be folded in and paid along with regular payroll and used for all calculation purposes.

B. Employees who are on unpaid leave or suspension shall not be eligible for holiday pay for the holidays during the period of suspension or unpaid leave.

ARTICLE VII - VACATIONS

A. Employees shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service. Continuous service shall mean employment without interruption due to resignation, retirement or removal. The vacation year shall be January 1 to December 31. Vacations shall be earned for time worked and shall not accrue during leaves of absences, paid or unpaid, suspensions, or injury leave in excess of two (2) consecutive months. Vacation shall not accrue after an employee has resigned or retired even if their name is retained on the payroll until exhaustion of vacation or sick leave. Vacations shall be earned in the following manner, commencing on January 1st of the full calendar year (January to December) of employment stated in each category through the last day of the last year stated in each category:

One through four years	Thirteen (13) days
Five through nine years	Seventeen (17) days
Ten through fourteen years	Twenty (20) days
Fifteen through nineteen years	Twenty-three (23) days
Twenty years and thereafter	Twenty-seven (27) days

Employees hired and subsequently promoted into the bargaining unit on or after January 1, 2014 shall earn vacation in the following manner:

One through five years	Twelve (12) days
Five through nine years	Fourteen (14) days
Ten years and thereafter	Twenty (20) days

Vacation days are earned one (1) day per month for new employees through December 31st in the year in which they are hired. Vacation days are earned on a prorated basis for terminating employees.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City, unless the City determines that it cannot be taken because of pressure of work. A Superior Officer, subject to the approval of the Chief of Police, may take vacation in segments, a minimum of one (1) week, but no more than three (3) such segments per year. Any unused vacation may, with the approval of the Chief of Police, or their designee, be carried forward into the next succeeding year only. Any unused vacation resulting from the pressure of work as determined by the City may be

carried forward into the next succeeding year only, and will be scheduled by the Chief of Police, or their designee, to be taken in the next succeeding year.

C. Anything herein before to the contrary notwithstanding, the Chief of Police, or their designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or their designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or their designee, shall, whenever possible or feasible, base the schedule of vacations to be taken by the said employees on a seniority basis.

D. Any employee wishing to exchange portions of their vacation with other employees on the same tour of duty will be permitted to do so at the discretion of the Chief of Police, or their designee.

E. Vacation shall not accrue after an employee has resigned or retired even if their name is retained on the payroll until exhaustion of vacation or sick leave.

F. Upon the death of an active employee, the employee's accrued but unused vacation leave shall be paid to the designated beneficiary.

ARTICLE VIII - PERSONAL LEAVE

A. Each employee shall be granted four (4) working days off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

B. Terminating or retiring employees shall be granted personal leave on a prorated basis of one (1) day for three (3) months of service.

C. Personal leave shall not be carried into the next year, unless personal days during the year earned are denied by management when a request is made to take such personal leave.

ARTICLE IX - INJURY LEAVE

A. Whenever a permanent sworn Superior Officer is incapacitated from duty because of a physical injury sustained in the performance of their duty, they may receive their salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of their salary as benefits for temporary disability due under the Worker's Compensation Law.

An employee's medical condition shall be reviewed as often as needed and determined by the City's insurance administrators to determine if they are eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F).

C. In order to receive payment under this Article, an injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with their immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Entitlement to injury leave must be based upon the certification of an authorized physician (See Subsection F) as to the employee's disability. The time within the one (1) year period wherein the employee receives injury leave and is not permitted, or is unable, by reason of certification by authorized physician as designated by the City's insurance administrator, to perform their full duties as shall be directed by the Chief of Police, or their designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

E. Injury leave under this provision may be granted for up to one (1) calendar year from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the

Division of Pensions, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the employee's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected as outlined in Section G.

G. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by a physician other than one of their choosing, shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided they are not on injury leave with pay. In addition to said compensation, the employee shall also receive reimbursement for parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the employee is capable of returning to work, the City's authorized physician must certify in writing to the City, with a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute will be submitted to a third doctor selected as follows:

The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

ARTICLE X - SICK LEAVE AND COMPENSATORY TIME

A. All permanent employees, or full-time probationary employees, of the Police Department shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident. Employee's sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of their family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. The City will follow the applicable provisions of the Family Leave Act.

C. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment. After the first year of employment, employees shall be credited with sixteen (16) days sick leave at the beginning of the calendar year, in anticipation of continued employment. Effective January 1, 2014, the yearly credited sick leave shall be reduced from sixteen (16) days to fifteen (15) days.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purposes.

3. Upon retirement, each permanent full-time employee shall receive one-half (1/2) their accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay rate existing on the date of said employee's retirement.

a. Effective January 1, 2014, employees promoted into the bargaining unit shall have their sick leave payout capped at the rate set forth in the current collective bargaining agreement between the City and the PBA.

b. New employees hired on or after January 1, 2014, shall have their sick leave payout capped at the rate of Fifteen Thousand Dollars (\$15,000.00).

c. New employees hired on or after January 1, 2018 shall have their sick leave payout capped at the rate of Seven Thousand Five Hundred Dollars (\$7,500.00).

4. In the event an employee dies prior to retirement, their estate shall receive one-half (1/2) of their accumulated sick leave time, subject to and conditioned upon, however, that said employee's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

5. SOA members shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours each year. To be considered for pay out, SOA members must maintain a minimum of 80 hours in their bank. This term is only valid dependent on appropriate budget allocations and appropriate funding. Members must determine the number of hours requesting to be paid out by December 15 each year. Payment will be made to the members twice per year in the first pay of January and the first of June. Requests for payout are final.

D. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle them to sick leave, their supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify their supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic

or recurring nature, requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The City can require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City can require an employee who has been absent because of personal illness, as a condition of their return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing their normal duties and, in addition thereto, that their return will not jeopardize the health of the other employees.

F. Any employee using no sick leave in any calendar year shall be entitled to an additional four (4) vacation days. The employee may elect to receive pay for up to four (4) vacation days in lieu of adding them to the employee's accrued vacation time. Only Superior Officers with less than 20 years of service shall be eligible for earning additional vacation time as related to using no sick days in a calendar year.

G. Compensatory time shall not exceed a maximum of 480 hours. Compensatory time may only be used if a request is made prior to the officer's shift and provided the officer's shift has a full complement.

ARTICLE XI - INSURANCE

A. The City shall provide medical insurance for all full-time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. Insurance coverage shall be provided through the State Health Benefits Plan with the employee having the right to choose any of the offered plans. All benefits shall be administered in accordance with the Chapter 78 contribution schedule. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City. The City, however, shall have the option of providing equal to or better insurance by another insurance carrier. The City may, upon at least sixty (60) days' notice to the Union, provide health insurance coverage by any other carrier so long as the benefit and coverage levels are the same or better than the benefits and coverage levels currently provided, whenever the City determines that it is feasible to do so.

B. All full-time employees who retire with at least twenty-five (25) years of continuous service in a State of New Jersey pension program shall be provided with individual medical insurance as presently in effect for current employees. Employees hired on or after May 21, 2010 who qualify for retiree benefits under this section must contribute to the cost of retirement health benefits pursuant to P.L. 2010 c.2. This provision shall not include benefits for the retired employee's spouse or dependent children.

C. All full-time employees at least sixty-two (62) years of age who retire with at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual medical insurance as presently in effect for current employees. Employees hired on or after May 21, 2010 who qualify for retiree benefits under this section must contribute to the cost of retirement health benefits pursuant to P.L. 2010 c.2. This provision shall not include benefits for the retired employee's spouse or dependent children.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension, subject to any contributions of premium as required by law. This provision shall not include benefits for the retired employee's spouse or dependent children.

E. "Deferred" retirement shall not entitle an employee to receive medical insurance pursuant to this Article.

ARTICLE XII - BEREAVEMENT LEAVE

A. Members of the Association shall be granted four (4) consecutive working days off with pay for death in the immediate family, which shall consist of spouse/domestic partner, child/stepchild, parent, sibling, grandparent, father-in-law, mother-in-law, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild.

B. Members of the Association shall be granted one (1) working day off for the death of an aunt or uncle.

ARTICLE XIII - CLOTHING PAY

A. All employees shall receive a clothing/uniform allowance of One Thousand Five Hundred (\$1,500.00) Dollars annually. This uniform allowance shall be paid on April 15th of each year.

B. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and One Hundred Twenty-Five (\$125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Chief of Police, or in their absence, the Chief of Police's designee. This provision applies so long as the damage is not due to the negligence of the employee.

ARTICLE XIV - SALARIES

A. There shall be a minimum pay differential of Fifteen Thousand Dollars (\$15,000.00) between the rank of Sergeant and the base salary of Patrol Officer at the top step of the salary guide assigned to the Detective Division. A minimum pay differential of Fifteen Thousand Dollars (\$15,000.00) shall be maintained between the ranks of Sergeant and Lieutenant as well as, between Lieutenant and Captain. At no time will the salary pay differential between said ranks fall below the aforementioned levels. See Appendix A annexed.

B. Patrol Officers promoted into the bargaining unit to the rank of Sergeant after January 1, 2018 shall receive Fifteen Thousand Dollars (\$15,000.00) pay differential added to whatever step they are currently at in the rank-and-file step guide when the promotion is made. They will continue through the steps until they reach top pay for that rank. A Sergeant promoted to Lieutenant and a Lieutenant promoted to Captain shall maintain the minimum pay differential between the ranks utilizing the same step guide. See Appendix A annexed.

C. In addition to the foregoing salary guides, all employees who work the Evening and AM Watch shall be compensated with an additional Eight Dollars (\$8.00) per working day.

ARTICLE XV - LONGEVITY PAY

A. Longevity pay shall be granted to employees covered by this Agreement as is set forth on Appendix B annexed.

B. Superior Officers who have anniversary dates which fall between January 1 and June 30 shall be paid as of July 1. Superior Officers who have anniversary dates which fall between July 1 and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the Superior Officers.

C. Longevity pay shall be included in overtime pay.

D. Longevity pay is unavailable for employees hired as patrol officers on or after January 1, 2014.

ARTICLE XVI - MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific conditions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then, and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE XVII - MAINTENANCE OF OPERATIONS

The Association and its members agree that they will not cause, instigate, promote, encourage, sanction, coerce, intimidate, counsel, participate in or authorize any person or persons to engage in any illegal strike. Further, the Association and its members agree that in the event of any future illegal strikes, they will encourage, instruct and direct all of their members to end such activity and return to work.

ARTICLE XVIII - REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the Superior Officers Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This right shall be exercised only if the Superior Officers Association representative or representatives obtain permission from their superior officer before visiting a grievant.

B. The Superior Officers Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by Chief of Police or their designee.

C. The Superior Officers Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the forenamed purposes.

D. When the Superior Officers Association President or State Delegate meet by agreement as aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.

E. The Superior Officers Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Superior Officers Association representative(s) shall in no way interfere with or impede the performance of work or their activity at the visitation site.

A. Duly appointed representatives of the Superior Officers Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This right shall be exercised only if the Superior Officers Association representative or representatives obtain permission from their superior officer before visiting a grievant.

B. The Superior Officers Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by Chief of Police or their designee.

C. The Superior Officers Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the forenamed purposes.

D. When the Superior Officers Association President or State Delegate meet by agreement as aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.

E. The Superior Officers Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Superior Officers Association representative(s) shall in no way interfere with or impede the performance of work or their activity at the visitation site.

ARTICLE XVIII - REPRESENTATIVES AND MEMBERS

ARTICLE XIX - ASSOCIATION ACTIVITY

A. The City shall permit members of the Association's Grievance Committee (not to exceed three (3), two (2) of whom shall be the President and State Delegate) to conduct the business of the said Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off duty policemen to bring the Department to its proper effectiveness.

B. The City shall permit members of the Association's Negotiating Committee to attend collective bargaining meetings during the normal and usual City business day or, if approved by the City Manager, at any other time. During negotiations, the Association representative so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiation as are reasonable and necessary and occur during the regular tour of duty.

C. The City agrees to grant to the member of the Association selected as the State Delegate up to fourteen (14) man days off without loss of pay or time to attend any State meeting or State Convention of the New Jersey State Policeman's Benevolent Association.

D. The City agrees that a maximum number of four (4)* Association members, to be designated by the Association, including the State Delegate, shall be granted leave to attend State or National conventions pursuant to RS 11:26C-4, provided, however, that the Association notifies the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in cases of emergency, and in such case, the Chief of Police or their designee shall approve such leave. Anything in this Agreement contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that the time allowed for State or National conventions shall not exceed five (5) days, including travel time.

E. The City agrees that the President or the State Delegate of the Association, with the permission of the Chief of Police, which shall not be unreasonably withheld, may at any time go off post on official Association business.

F. All Association activities shall comply with existing Federal and State laws, rules and regulations.

* Note: The maximum number of Association members that shall represent both PBA Local #6 and the Superior Officers Association is four (4).

ARTICLE XX - LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one year, after which time the employee will be reinstated, subject to New Jersey Civil Service Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Commission Regulations.

1. While on approved leave of absence without pay, employees shall not accrue time off, and the City shall not contribute to the employee's pension or health benefits.

ARTICLE XXI - EQUIPMENT

A. All police vehicles used by uniformed patrol shall be equipped with a dominator, emergency lights, mounted radio and air conditioning. All police vehicles used by detectives shall be equipped with air conditioning, mounted radio, portable emergency lights and siren. All vehicles aforesaid shall comply with all State of New Jersey motor vehicle inspection regulations.

B. One (1) walkie-talkie shall be allocated to each patrol car and one walkie-talkie shall be provided for each walking post, and mace spray, as needed.

C. Each employee shall be given twenty-five (25) rounds of 40 caliber Smith and Wesson ammunition on January 1 and July 1.

D. The City is to purchase a 14K gold-filled badge and identification case (leather), with the employee's name imprinted thereon. The City shall provide any employee who completes their service or employment in the Police Department with up to \$300 for the purpose of purchasing a retirement badge. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

ARTICLE XXII - ACTIONS AGAINST OFFICERS

A. The City shall, pursuant to the terms and conditions set forth below, upon the timely request of any present or former member, provide for their defense and indemnification (herein referred to jointly as "Coverage") of any civil action brought against said person arising from an act or omission falling within the scope of their public duties for the City's Police Department.

B. In the event the City is provided with insurance coverage by its joint insurance fund or commercial carrier, (a) Coverage shall be dictated by the terms and conditions of said carrier's policies and procedures, and (b) defense counsel will be assigned at the sole discretion of the City or its carrier. Member further acknowledges and agrees that at the City or its carrier's sole discretion, one or more officers may have common defense counsel assigned to their defense.

C. The City shall not indemnify any member against the payment of punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. The City or its carrier may refuse to provide Coverage for any civil action if the City or its carrier determines that, (a) the act or omission did not occur within the scope member's employment with the City; (b) the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification; or (c) the defense of the action or proceeding by the City would create a conflict of interest between the City and the person or persons involved.

D. For purposes of this agreement, the duty and authority of the City to provide Coverage shall extend to cross-claims or counterclaims that may be asserted against said person but not to affirmative claims said member may wish to assert.

E. In any other action or proceeding, including criminal proceedings, the City may provide for the defense of a present or former member, if the City or its carrier, in its sole discretion, concludes that such representation is in the best interest of the City and that the person to be defended acted or failed to act in accord with the standards set forth in this agreement or the City's Personnel Manual and NJ Attorney General Guidelines.

F. Whenever the City provides for the defense of any Member as set forth herein and as a condition of such defense, the City shall assume exclusive control over the representation of such persons defended except as set forth herein.

G. In the event Member fails to provide prompt notice of any claim asserted against them or to reasonably cooperate with the attorney assigned to their defense, Coverage may be denied or terminated by the City or its carrier.

H. In the event a member determines to retain his/her own attorney for purposes of representation of punitive damages or possible uncovered claims in any civil action, neither the City nor its carrier shall be responsible for the payment of that attorney's fees and expenses.

ARTICLE XXIII - DEDUCTIONS FROM SALARY

The City shall deduct from the salaries of employees subject to this contract annual dues in the sum of Seven Hundred Twenty (\$720.00) Dollars for the Association at the rate of Thirty (\$30.00) dollars per pay period. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the City shall not be responsible for payment of the dues to the Association on their behalf. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52:14-15.9e, as amended. Said monies shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made.

ARTICLE XXIV - PERSONNEL FILES

A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from their personal personnel file upon ten (10) working days written notice to the custodian thereof. The employee may inspect their file during regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.

B. An employee may place response to anything in their personnel file no later than ten (10) days after the employee has notice of a document being placed in their file.

C. The contents of the employee's personnel file shall only be released to someone other than a City agent by Court Order or Subpoena.

D. No material or writings related to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless it is signed by the person submitting the information and the employee with a Union Official present and a copy provided to the employee before it is incorporated into their personnel file. Any employee of this Union shall have the right, at reasonable times, to examine their file, if so desired.

ARTICLE XXV - WORKING OUT OF JOB CLASSIFICATION

Any employee assigned the responsibility to carry out the duties of a position or rank above that which they normally hold and are classified for, shall be paid at the rate of that superior position or rank while performing the duties of same.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE XXVI - PROMOTIONS

The City will endeavor to maintain a valid promotional list for all ranks at all times. Equal standards and qualifications shall apply for promotion.

ARTICLE XXVII - POLICEMEN'S BILL OF RIGHTS

A. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involve the exercise of a portion of the police powers of the City.

B. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;

2. The member of the department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised.

3. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, they should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges.

6. The member of the Police Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of their acts.

7. If a member of the Police Department is under arrest or likely to be, that is, if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decision of the United States Supreme Court.

8. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, they shall be afforded an opportunity to consult with counsel and/or SOA representative before any further interrogation. In addition, they shall be afforded the opportunity to have counsel and/or an SOA representative present during an interrogation.

C. An employee may see their personnel file upon request. If an employee wishes to answer or supplement any material found in their personnel file, they may do so and their written statement shall become part of the personnel file.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Police Department.

ARTICLE XXVIII - AGENCY SHOP

PBA Local 6 of Asbury Park shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the Police Officers in the Police Department in the City of Asbury Park who are not members of the PBA Local 6. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, 5.6, 5.7 and 5.8.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE XXIX - CITY BUDGETS AND CONTRACTS

Upon request, the Association is to be supplied with copies of the following documents on or before June 1st of each year.

1. Contracts of all other bargaining units in the City.
2. The City budget and all work sheets as filed with the Division of Local Government Services.

ARTICLE XXX - SEPARABILITY AND SAVINGS

The City and the Association agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation whereby any of the salary increases recited herein cannot legally be made effective, and such increases shall be omitted or proportionately adjusted according to law.

In the event any provision of this Agreement is so deemed to be invalid, the parties agree to meet immediately to renegotiate a provision to replace the invalid provision.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE XXXI - EDUCATION INCENTIVE

A. Any bargaining unit member who has successfully attained the below listed degree shall receive an education stipend during each calendar year the officer hold the degree while an active employee of the City as follows:

Associates Degree	\$1,000.00
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BA/BS Degree	\$2,000.00
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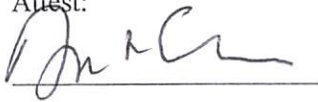
B. The education stipend will be paid on December 1, of each calendar year.

ARTICLE XXXII - TERM AND RENEWAL

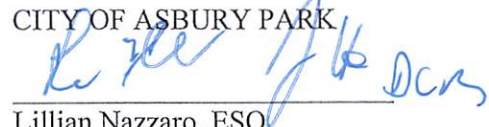
This Agreement shall be in full force and effect as of January 1, 2025 and shall remain in effect to and including December 31, 2025, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this the 27th day of December, 2024.

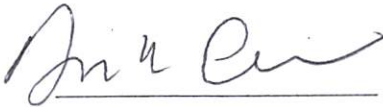
Attest:



CITY OF ASBURY PARK


 Lillian Nazzaro, ESQ
 City Manager

Attest:


SUPERIOR OFFICERS ASSOCIATION
LOCAL NO. 6.

 Javier Campos, SOA President

APPENDIX A: SALARIES

UP-DATED 2024

PROMOTED TO: SERGEANT (\$15,000 over officer pay, plus \$2,500 detective stipend)

	1/1/2021		1/1/2022		1/1/2023		1/1/2024		1/1/2025	
STEPS	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY
Year 4	\$ 64,033	\$ 81,533	\$ 64,993	\$ 82,493	\$ 66,131	\$ 83,631	\$68,453	\$ 84,953	\$68,971	\$86,471
Year 5	\$ 71,708	\$ 89,208	\$ 72,784	\$ 90,284	\$ 74,057	\$ 91,557	\$75,538	\$ 93,038	\$77,238	\$94,738
Year 6	\$ 79,384	\$ 96,884	\$80,575	\$ 98,075	\$ 81,985	\$ 99,485	\$ 83,624	\$ 101,124	\$85,506	\$103,006
Year 7	\$ 87,059	\$ 104,559	\$ 88,365	\$ 105,865	\$ 89,911	\$ 107,411	\$ 91,709	\$ 109,209	\$93,773	\$111,273
Year 8	\$ 94,735	\$ 112,235	\$ 96,156	\$ 113,656	\$ 97,839	\$ 115,339	\$ 99,795	\$ 117,295	\$102,041	\$119,541
Year 9	\$ 102,411	\$ 119,911	\$103,947	\$ 121,447	\$ 105,766	\$ 123,266	\$107,882	\$ 125,382	\$110,309	\$127,809
Year 10	\$111,176	\$ 128,676	\$114,511	\$ 132,011	\$ 120,512	\$ 138,012	\$125,489	\$ 142,989	\$135,478	\$152,978

PROMOTED TO: LIEUTENANT (\$15,000 over Sergeant pay)

	1/1/2021		1/1/2022		1/1/2023		1/1/2024		1/1/2025	
STEPS	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY
Year 5	\$89,208	\$ 104,208	\$ 90,284	\$ 105,284	\$91,557	\$ 106,557	\$ 93,038	\$ 108,038	\$94,738	\$109,738
Year 6	\$96,884	\$ 111,884	\$98,075	\$ 113,075	\$99,485	\$ 114,485	\$ 101,124	\$ 116,124	\$103,006	\$118,006
Year 7	\$104,559	\$ 119,559	\$105,865	\$ 120,865	\$107,411	\$ 122,411	\$109,209	\$ 124,209	\$111,273	\$126,273
Year 8	\$ 112,235	\$ 127,235	\$113,656	\$ 128,656	\$115,339	\$ 130,339	\$117,295	\$ 133,295	\$119,541	\$134,541
Year 9	\$119,911	\$ 134,911	\$121,447	\$ 136,447	\$123,266	\$ 138,266	\$125,382	\$ 140,382	\$127,809	\$142,809
Year 10	\$128,676	\$ 143,676	\$132,011	\$ 147,011	\$138,012	\$ 153,012	\$142,989	\$ 157,989	\$152,978	\$167,978

PROMOTED TO: CAPTAIN (\$15,000 over Lieutenant pay)

	1/1/2021		1/1/2022		1/1/2023		1/1/2024		1/1/2025	
STEPS	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY
Year 6	\$111,184	\$ 126,884	\$113,075	\$ 128,075	\$114,485	\$ 129,485	\$116,124	\$ 131,124	\$118,006	\$133,006
Year 7	\$119,559	\$ 134,559	\$ 120,865	\$ 135,865	\$122,411	\$ 137,411	\$124,209	\$ 139,209	\$126,273	\$141,273
Year 8	\$ 127,235	\$ 142,235	\$128,656	\$ 143,656	\$130,339	\$ 145,339	\$132,295	\$ 147,295	\$135,541	\$149,541
Year 9	\$ 134,911	\$ 149,911	\$136,447	\$ 151,447	\$138,266	\$ 153,266	\$140,382	\$ 155,382	\$142,809	\$157,809
Year 10	\$ 143,676	\$ 158,676	\$147,011	\$ 162,011	\$153,012	\$ 168,012	\$157,989	\$ 172,989	\$167,978	\$182,978



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-100

Resolution authorizing the purchase of a thickener transfer pump needed at the Wastewater Treatment Plant in the amount of \$10,890 utilizing Sewer O&E funds.



RESOLUTION NO. 2025-100

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

RESOLUTION AUTHORIZING THE PURCHASE OF A THICKENER TRANSFER PUMP NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City has a need to purchase a thickener transfer pump needed at the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quote from Municipal Maintenance Co. totaling \$10,890.00 from the North Jersey Wastewater Cooperative Pricing System Contract #B369-4; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of a thickener transfer pump Municipal Maintenance Co. in the amount of \$10,890.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-07-55-502-000-206. 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 a thickener transfer pump in the amount of \$10,890.00 and a copy of this Resolution shall be provided to the Deputy Director Department of Public Works, City Manager, CFO and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2025-100 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



1352 Taylors Lane
Cinnaminson, NJ 08077
Ph: 856-786-9434
Fax: 856-786-0642
www.mmc-nj.com

Bill To:

Greg Schweikert
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ

Phone: (732) 639-2390

Email: Gregory.Schweikert@cityofasburypark.com

Quotation

Date: 1/27/2025
Quotation: 48467Rev1

Quotation valid until: 2/26/2025
Terms: Net 30 Days

Project Name: Supply and Deliver Summit Pump - Kingsly Street - 242341

Item	Qty	Description	Unit Price	Total Price	Delivery
1.	1	Labor to Date: MMC QUOTE # 48382 Supply and Deliver Summit Pump • Model: 1SPF036-CDQ-AA - This is a direct replacement option	\$ 10,890.00	\$ 10,890.00	3 - 4 Wee
Total				\$ 10,890.00	

Comments:

- This quotation does not include any taxes if applicable
- Delivery dates subject to change due to any shipping delays

If you have any questions concerning this quotation, please contact:

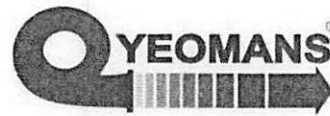
Eddie Clemments

Eddie Clemments

Service Manager
Eclemments@mmc-nj.com
Phone: (856) 786-9434
Cell: (856) 780-2288
MMC approval _____

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #1651200
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM CO-OP CONTRACT #B369-4

Exclusive Grundfos Water Utility Distributor in New Jersey, Pennsylvania, & Delaware:



Attachment: WWTP PUMP QUOTE (2025-100 : Authorizing the purchase of a thickener transfer pump needed at the WWTP)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-101

Resolution authorizing the annual renewal of Adobe software subscription in the amount of \$14,284.80 from SHI utilizing Computer Data O&E funds.



RESOLUTION NO. 2025-101

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF ADOBE

WHEREAS, the City has a need for subscription renewal of Adobe software for various departments within the City; and

WHEREAS, the City has obtained the attached quote:

- SHI in the amount of \$14,284.80 off of the Sourcewell Technology Products & Solutions Contract #121923-SHI from January 19, 2025 through January 18, 2026; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$14,284.80; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 5-01-20-140-000-222. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the renewal subscription of Adobe in the amount of \$14,284.80 and a copy of this Resolution shall be provided to the Acting City Manager, CFO, Director of IT, and Director of Purchasing.

I, ANTHONY CUCCI, 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. 2025-101 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Pricing Proposal
 Quotation #: 25747608
 Created On: 1/21/2025
 Valid Until: 1/31/2025

NJ-City of Asbury Park

Joseph Dellaragione

One Municipal Plaza
 Asbury Park, NJ 07712
 United States
 Phone: (732) 775-2100
 Fax:
 Email: joe.dellaragione@cityofasburypark.com

Public Sector Inside Account Executive

Phil Miley

300 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-624-5936
 Fax:
 Email: phil_miley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Acrobat Pro for teams - Subscription Renewal - 1 user - GOV - Value Incentive Plan - level 2 (10-49) - net new Acrobat Pro customers only - Win, Mac - Multi North American Language Adobe - Part#: 65324122BC02A12 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 1/19/2025 – 1/18/2026	8	\$269.80	\$2,158.40
2 Adobe Creative Cloud All Apps - Pro for teams - Subscription Renewal - 1 user - GOV - VIP Select - level 2 (10-49) - Win, Mac - Multi North American Language Adobe - Part#: 65310129BC02C12 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 1/19/2025 – 1/18/2026	9	\$1,212.64	\$10,913.76
3 Adobe Creative Cloud All Apps - Pro for teams - Subscription New - 1 user - GOV - VIP Select - level 2 (10-49) - Win, Mac - Multi North American Language Adobe - Part#: 65310139BC02C12 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 1/19/2025 – 1/18/2026	1	\$1,212.64	\$1,212.64
Total			\$14,284.80

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects

Attachment: ADOBE QUOTE (2025-101 : Authorizing the Annual Renewal of Adobe)

reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-102

Resolution authorizing an annual boiler service agreement with Superior Central Boiler in an amount not-to-exceed \$15,000 utilizing various O&E funds.



RESOLUTION NO. 2025-102

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

RESOLUTION AUTHORIZING AN ANNUAL BOILER SERVICE AGREEMENT WITH SUPERIOR CENTRAL BOILER

WHEREAS, the City has a need for an annual boiler service agreement; and

WHEREAS, the City has solicited and obtained quotes from Superior Central Boiler and Jay Hill Repairs and Tri- Tech Energy; and

WHEREAS, the City of Asbury Park is desirous of awarding a boiler service agreement to Superior Central Boiler in an amount not-to-exceed \$15,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts: 5-01-26-310-000-218 and 5-07-55-502-000-218. The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the annual boiler service agreement with Superior Central Boiler in an amount not-to-exceed of \$15,000.00; and

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

I, ANTHONY CUCCI, 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. 2025-102 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



**SUPERIOR
CENTRAL
BOILER**

1433 State Highway 34
Unit C4
Wall, NJ 07727
Tel: (732) 282-9400
Fax: (732) 282-0928
www.seecboilers.com

2024 LABOR RATES

Straight Time (M-F 8:30-4:30 PM): \$140.00 Per Man Hour

Overtime (M-F after 4:30 PM): \$210.00 Per Man Hour Double

Time (Weekends & Holidays): \$280.00 Per Man Hour

Time is billed Portal to Portal at the applicable rate.

Mileage and Tolls will be billed additionally.

Any Parts that may be required will be billed additionally.

Gregory Schweikert

From: Tri-Tech Energy Service Department <service@tritechenergy.com>
Sent: Tuesday, January 28, 2025 2:04 PM
To: Gregory Schweikert
Subject: [EXTERNAL] RE:

Hi Greg

Regarding servicing your boilers, we cannot. Unfortunately, you are out of our service area.

Pete

Pete Tczap
 Tri-Tech Energy, Inc.
 3 Mars Court
 Boonton Twp., NJ 07005
 (973) 335-2600 x21
service@tritechenergy.com

www.tritechenergy.com



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From: Gregory Schweikert <Gregory.Schweikert@asburypark.gov>
Sent: Tuesday, January 28, 2025 2:01 PM
To: Tri-Tech Energy Service Department <service@tritechenergy.com>
Subject:

Asbury Park

Gregory Schweikert Superintendent
 Asbury Park Wastewater Treatment
 732-774-5131
 732-639-2390

Called Jay Hill 1-888-529-4455 January 28, 2025 and talked to a technician about service. No follow up email was sent to me about the request to have a yearly service for the city's boilers.

Tracy Lizardi

From: Gregory Schweikert
Sent: Tuesday, February 4, 2025 7:55 AM
To: Tracy Lizardi
Subject: Boiler service

Good morning Tracy, I reached out to Jay Hill for boiler repair again yesterday as per your email, I talked to an operator there that passed my message on to sales...they never returned my call.

Thanks,

Gregory S.

Attachment: ANNUAL BOILER SERVICE QUOTES (2025-102 : Authorizing an annual boiler service agreeemnt with Superior Central Boiler)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-103

Resolution authorizing an agreement with Mazza Recycling for the processing and disposition of recyclable materials from 1/1/25 through 12/31/2025.



RESOLUTION NO. 2025-103

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH MAZZA RECYCLING FOR THE PROCESSING AND DISPOSITION OF RECYCLABLE MATERIALS

WHEREAS, there exists the need for the City of Asbury Park to enter into an agreement for the processing and disposition of recyclable materials recovered through the City's recycling program; and

WHEREAS, the Local Public Contracts Law, N.J. S.A. 40A:11-5(1)(s), provides that municipalities may enter into contracts for the disposition of recyclable materials without public bidding; and

WHEREAS, this contract is being awarded in accordance with the requirements of N.J. S.A. 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

WHEREAS, the City has solicited and obtained a quote from Mazza Recycling and Atlantic Coast Recycling; and

WHEREAS, Mazza Recycling has completed and submitted a Business Entity Disclosure Certification certifying that it has not made any contributions to any political or candidate committee in the City of Asbury Park in the previous one-year period, and the subject contract will prohibit any corporation from making any reportable contributions during the term of this contract; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the processing and disposition of recyclable materials to Mazza recycling at a rate of \$120.00 per ton and shall not exceed a rate of \$225.00 per ton; and

WHEREAS, the amount paid pursuant to this agreement shall not exceed \$250,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 5-01-26-305-000-209. 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 authorizes to execute a recycling agreement with Mazza Recycling effective January 1, 2024 through December 31, 2025; and

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

I, ANTHONY CUCCI, 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. 2025-103 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK

Gregory Toro

From: Kimberly Peek <kpeek@mazzarecycling.com>
Sent: Tuesday, December 10, 2024 10:58 AM
Subject: [EXTERNAL] Class A Pricing December 2024

Good morning,

Please be advised of the following pricing delivered to our Tinton Falls facility:

Charges effective 12/01/2024

Non-Contracted Residential Single Stream: (\$120.00) per ton
 Profit-Sharing Contract, Residential Single Stream: (\$115.00) per ton
 Commercial Single Stream: (\$85.00) per ton
 Commingled Incoming: (\$110.00) per ton
 Contaminated Single Stream: (\$150.00) per ton
 Bulky Rigids: (\$125.00) per ton w/ half ton minimum charge
 Boat Wrap: (\$125.00) w/ half ton minimum charge
 White Boat Wrap: (\$125.00) per ton w/ half ton minimum charge
 Plastic Film: (\$100.00) per ton w/ half ton minimum charge
 Mixed Paper: (\$10.00) per ton
 Dual Stream Paper: (\$10.00) per ton

Rebate delivered to our Tinton Falls facility effective 12/01/2024

OCC (Cardboard, loose): \$60.00 per ton
 OCC Baled: \$80.00 per ton

Kimberly Peek
 Billing Specialist



O: (732) 922-9292 ext. 131
 kpeek@mazzarecycling.com
 www.mazzarecycling.com

Mazza Recycling
 Corporate Headquarters
 3230 Shafto Road
 Tinton Falls, NJ 07753



Attachment: MAZZA RECYCLING (2025-103 : Authorizing an agreement for the processing and disposition of recyclable materials)

Gregory Toro

From: John Stanton <john.stanton@atlanticcoastrecycling.com>
Sent: Friday, January 3, 2025 3:24 PM
To: Gregory Toro
Subject: [EXTERNAL] Pricing as requested

Mr. Toro,

Subsequent to our conversation, and you request, please find below pricing for some of the items you requested.

Terms:

Pricing changes monthly based on market conditions
 Delivery is to our facility in Lakewood NJ
 Pricing is per ton.
 Pricing for Single Stream is negative (a charge)
 Contracts are available for additional security.

The prices listed are from the previous months for your evaluation. January pricing is not yet available.

	Sept. 2024	Oct. 2024	Nov. 2024	Dec. 2024
Residential Single Stream	(\$42.00)	(\$53.00)	(\$61.00)	(\$63.00)
Residential Commingled Containers	\$0.00	\$0.00	\$0.00	\$0.00
Residential Mixed-Paper	\$37.50	\$24.50	\$14.50	\$10.00
OCC loose	\$65.00	\$45.00	\$40.00	\$35.00

Most of the other items on your list are not collected in Asbury Park, and we are not aware that the City bales any material. We do process and accept other materials such as boat wrap, bulky rigid plastic, etc. We would have to see the other items to provide an accurate price.

We would welcome you to visit our facility at your convenience. You can contact me anytime to set up a visit. (908-510-6257 cell).

If there are any additional questions, don't hesitate to let me know.

Best,
 John Stanton
 908-510-6257 cell
 732-475-0100 Office

Can you provide price quotes for the following information (for servicing Asbury park, in 2025)?

Non-Contracted Residential Single Stream: per ton
 Profit-Sharing Contract, Residential Single Stream: per ton
 Commercial Single Stream: per ton
 Commingled Incoming: per ton
 Contaminated Single Stream: per ton
 Bulky Rigids: per ton w/ half ton minimum charge
 Boat Wrap: w/ half ton minimum charge
 White Boat Wrap: per ton w/ half ton minimum charge

Attachment: MAZZA RECYCLING (2025-103 : Authorizing an agreement for the processing and disposition of recyclable materials)

City of Asbury Park
Bid Log

	1	2	3	4	5
Name	Mazza	Atlantic Coastal Fiber			
Address	3230 Shafto Road	611 New Hampshire Avenue			
City	Tinton Falls, New Jersey	Lakewood, New Jersey			
Contact	Kimberly Peek	John Stanton			
Website:	http://www.mazzarecycling.com	http://www.atlanticcoastrecycling.com/			
email	kpeek@mazzarecycling.com	john.stanton@atlanticcoastrecycling.com			
Phone (Office)	(732)922-9292x131	(732)475-0100			
Phone (Cell)	---	(908)510-6257			
Fax	(908) 309-5699	---			
Notes	---	---			
Item(s) in Scope of Work	Disposal Services (Annual Service Contract)((Prices are "Per Ton")) (December, 2024// For 2025))				
1 Residential Single Stream (Dec'24)	\$ 115.00	\$ 63.00			
2 Residential Commingled Containers	\$ 110.00	\$ 63.00			
3 Residential Mixed Paper	\$ 10.00	\$ 10.00			
4 OCC Loose	\$ 60.00	\$ 35.00			
5					
6					
7					
9					
A ManHour(s) (Per Trip)	1.50	3.00			
B Distance (from Asbury Park)	0:18	0:34			
Totals (w/o M/H)	\$ 295.00	\$ 171.00	\$ -	\$ -	\$ -
Totals (w. M/H)	\$ 407.50	\$ 396.00			



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-104

Execution Of An Agreement With JCP&L For The Installation Of Electric Distribution Facilities
At The Site Of The New Firehouse On Memorial Drive



RESOLUTION NO. 2025-104

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JCP&L FOR THE INSTALLATION OF ELECTRIC DISTRIBUTION FACILITIES AT THE SITE OF THE NEW FIREHOUSE ON MEMORIAL DRIVE

WHEREAS, the City of Asbury Park (the “City”) is constructing a new firehouse at 200 Memorial Drive, which needs to have certain electric distribution facilities installed to allow for electric service at the site;

WHEREAS, Jersey Central Power & Light (“JCP&L”) has proposed a contract between the City and JCP&L, entitled “Agreement for Installation of Electric Distribution Facilities” to authorize the work by JCP&L (the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, JCP&L will install the facilities at the firehouse at a cost of \$61,266.48, which amount the City shall be eligible for refunding over the course of ten (10) years as provided in Article 7 of the Agreement; and

WHEREAS, the City desires to authorize the execution of the Agreement in the form attached hereto; and

WHEREAS, the City CFO has certified the availability of funds therefor in account C-04-55-998-176-001; and

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:

- . The City is hereby authorized to enter into the attached “Agreement for Installation of Electric Distribution Facilities” between the City and JCP&L for the installation of facilities by JCP&L at the new firehouse at 200 Memorial Drive.
2. The City Manager/Mayor is hereby authorized to execute, and the City Clerk attest, to the Agreement.
3. A certified copy of this Resolution shall be provided to each of the following:
 - a. City Manager
 - b. Chief Financial Officer
 - c. Jersey Central Power & Light

I, ANTHONY CUCCI, 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. 2025-104 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-105

Resolution authorizing a professional service contract to Lexipol, The Rodgers Group, LLC for State Police Accreditation Maintenance in the amount of \$13,006.19 (year 2 of 3) from the Police O&E budget.



RESOLUTION NO. 2025-105

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR STATE POLICE ACCREDITATION MAINTENANCE

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

WHEREAS, the City has obtained the attached invoice from Lexipol, The Rodger's Group totaling \$13,006.19; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(i) 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 5-01-25-240-000-237; 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 Lexipol, The Rodger's Group in a not-to-exceed amount of \$13,006.19; and

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

I, ANTHONY CUCCI, 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. 2025-105 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Invoice

#INVLHI11244733

12/1/2024

Bill To

Asbury Park Police Department
1 Municipal Plz
Asbury Park NJ 07712
United States

End User

Asbury Park Police Department

Terms

Net 30

Due Date

12/31/2024

PO #**Contract Term**

1/1/2025 to 12/31/2025

Description**Qty****Rate****Amount**

TRG State Accreditation Maintenance

1

\$13,006.19

\$13,006.19

Subtotal

\$13,006.19

Tax Total (%)

\$0.00

Invoice Total

\$13,006.19

Amount Paid

\$0.00

Amount Due

\$13,006.19

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL. If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol LLC
PO Box 676232
Dallas, TX 75267-6232

Attachment: PD ACCREDITATION INVOICE (2025-105 : Authoring a professional services contract for State Police Accreditation Maintenance)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-106

Supporting resolution for County HOME funds.



RESOLUTION NO. 2025-106

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK DETERMINING THAT THE DEVELOPMENT OF AFFORDABLE HOUSING FOR THE PROJECT KNOWN AS THE MARMORA FAMILY COMMUNITY AND EDUCATION CENTER WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF ASBURY PARK FOR HOME PROGRAM FINANCING (BLOCK 802, LOTS 1-3; 5) 1200-1210 SPRINGWOOD AVENUE AND 39 AND 43 ATKINS AVENUE

Whereas, Interfaith Neighbors, Inc. (hereinafter referred to as "Sponsor") proposes to construct eight units of affordable housing as part of a 3-story mixed use development project known as the Marmora Family Community and Education Center - Block 802, Lots 1-3 and Lot 5 (1200-1210 Springwood Avenue and 39 and 43 Atkins Avenue) as shown on the official assessment map of the City of Asbury Park, Monmouth; and

Whereas, the Project will be subject to the County of Monmouth HOME Investment Partnership Act Program (hereinafter "HOME Program"); and

Whereas, pursuant to the HOME Program requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, Therefore Be It Resolved by the Mayor and City Council of the City of Asbury Park that:

- (1) The Mayor and Council find and determine the Marmora Family Community and Education Center - Block 802, Lots 1-3 and Lot 5 as proposed by the Sponsor, meets or will meet an existing housing need; and
- (2) The Mayor and Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity within the provisions of the HOME Program to enable the County of Monmouth to process the Sponsor's application for HOME Program funding to finance the Project

I, ANTHONY CUCCI, 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. 2025-106 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-107

There is a requirement for all municipalities to assign a municipal employee as the Affordable Housing Liaison



RESOLUTION NO. 2025-107

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

RESOLUTION APPOINTING MUNICIPAL HOUSING LIAISON

WHEREAS, The City of Asbury Park's Housing and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Fourth Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to The Fair Housing Act and N.J.A.C. 5:80-26.1 et. seq., and Municipal Code Chapter 31-24, The City of Asbury Park is required to appoint a Municipal Housing Liaison for the administration of its affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council that the City Clerk, is hereby appointed by the Governing Body of Asbury Park as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 31-24 of the Asbury Park Municipal Code.

I, ANTHONY CUCCI, 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. 2025-107 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 12, 2025
RESOLUTION SUMMARY

2025-108

Establishing And Adopting Vision Zero Policy And Goals



RESOLUTION NO. 2025-108

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

RESOLUTION ESTABLISHING AND ADOPTING VISION ZERO POLICY AND GOAL FOR THE CITY OF ASBURY PARK

WHEREAS, The City of Asbury Park adopted Resolution 2015-358 establishing a Complete Streets Policy in, which mandated that all public streets be designed to safely accommodate travel by pedestrians and bicyclists as well as motorized vehicles; and,

WHEREAS, traffic-related injuries disproportionately affect children, people of color, people with limited English proficiency, and senior citizens - many of whom regularly rely on non-motorized forms of transportation to move throughout the city; and,

WHEREAS, Vision Zero, a global phenomenon that began in Sweden in 1997, believes in five core principles:

- . Cities can prevent traffic deaths;
- . Human error is inevitable;
- . Cities can prevent serious injuries;
- . The entire system, not individual actors, is responsible for safety;
- . Saving lives is not expensive; and,

WHEREAS, Vision Zero encourages cities to adopt achievable goals to prevent traffic related severe injuries and fatalities; and,

WHEREAS, cities across the United States, including New York City, Jersey City, and Hoboken have established Vision Zero campaigns establishing the goal of eliminate traffic-related serious injuries and fatalities; and,

WHEREAS, successful implementation of a Vision Zero campaign will require coordinated cooperation between various City departments and community organizations, including the city's Department of Transportation, Police Department, Department of Public Works, and the Board of Education, and,

WHEREAS, the primary implementation tool for interdepartmental and community coordination is the development of an action plan and a Vision Zero Task Force; and,

NOW, THEREFORE, be it resolved that the Mayor and Municipal Council adopts the City of Asbury Park Vision Zero Policy with the goal of eliminating traffic related fatalities and serious injuries by the year 2040; and,

BE IT FURTHER RESOLVED, in coordination with this policy, the city of Asbury Park will develop a Traffic Safety Action Plan and establish a Vision Zero Task Force consisting of members of city staff and local advocates and residents designated by the Asbury Park City Council who meet quarterly to oversee the action plan's development and implementation in order to reach the aforementioned goal.

I, ANTHONY CUCCI, 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. 2025-108 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

CERTIFIED BY ME THIS 13th DAY OF February, 2025.

ANTHONY CUCCI
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-5**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER 4, ENTITLED "GENERAL LICENSING," OF THE
CODE OF THE CITY OF ASBURY PARK TO AMEND SPECIAL EVENT FEES**

WHEREAS, the City of Asbury Park (the "City") previously established Chapter 4, entitled "General Licensing," of "The Code of the City of Asbury Park" (also referenced as the "City Code"); and

WHEREAS, the City now desires to amend the provisions of Section 4-10.5 of the City Code entitled "Fees" to amend certain special event fees; and

WHEREAS, the provisions to be revised are more specifically identified below.

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

Section 1. § 4-10.5 of the City Code, entitled "Fees," is hereby amended (~~striketroughs~~ to be deleted, and underlined to be added) as follows:

§ 4-10.5 Fees

* * *

f. Public Parks.

. Sunset: \$600 per day.

2. Saint John's Island: \$500 per day.

3. Bradley

() ~~\$2,000~~ \$2,500 per day from one week prior to Memorial Day through two weeks after Labor Day.

() ~~\$750~~ \$1,000 per day any other time.

(4) Atlantic:

(a) ~~\$2,000~~ \$2,500 per day from one week prior to Memorial Day through two weeks after Labor Day.

(b) ~~\$750~~ \$1,000 per day off season any other time

* * *

u. Weddings (in any city park or beach): \$750 for up to 3 hours of use

Section 2. All other provisions of Chapter 4 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

Section 3. All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Section 4. 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.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, ANTHONY CUCCI, 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. 2025-5 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-1**

**ORDINANCE AMENDING THE 1201 MEMORIAL DRIVE REDEVELOPMENT PLAN
FOR PROPERTY LOCATED AT 1201 MEMORIAL DRIVE (BLOCK 203, LOT 5)**

WHEREAS, on June 26, 2024 the Mayor and City Council adopted Ordinance No. 2024-11; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a redevelopment plan, referred to as the “1201 Memorial Drive Redevelopment Plan” for the property located at 1201 Memorial Drive; and

WHEREAS, the 1201 Memorial Drive Redevelopment Plan permits a multi-family inclusionary development of up to 130 housing units, a modest amount of commercial space consisting of approximately 2,000 square feet and off-street parking; and

WHEREAS, the 1201 Memorial Drive Redevelopment Plan requires vehicle access to be on Fourth Avenue, as depicted in the Concept Plan included in the Redevelopment Plan; and

WHEREAS, an “Access Evaluation”, dated June 11, 2024, was prepared by Dolan and Dean Engineers on behalf of the property owner and anticipated redeveloper of the 1201 Memorial Drive property; and

WHEREAS, the “Access Evaluation” evaluated, among other topics, the ability of each of the three road frontages of the 1201 Memorial Drive property to provide safe vehicle access to the development set forth in the 1201 Memorial Drive Redevelopment Plan; and

WHEREAS, the “Access Evaluation” found that Fourth Avenue is “most efficient and safest access option”, Memorial Drive is “not recommended” due to safety concerns, and Fifth Avenue is “less efficient and less safe option compared to access via 4th Avenue”; and

WHEREAS, City planning and engineering staff and professionals reviewed the “Access Evaluation” and concur with the conclusions stated above regarding vehicle access; and

WHEREAS, there are several residents, which live in proximity to the site which is subject to the 1201 Memorial Drive Redevelopment Plan, have expressed traffic and safety concerns about the singular vehicle access permitted on Fourth Avenue; and

WHEREAS, alternative points of vehicle access include Fifth Avenue and Memorial Drive; and

WHEREAS, the vehicle access on Fourth Avenue presents the safest option given the upcoming installation of a traffic signal at its intersection with Memorial Drive as well as excellent visibility along the property’s Fourth Avenue frontage due to a building setback of more than 20 feet; and

WHEREAS, vehicle access on Memorial Drive presents the least safe option given the crash history of the road, greater traffic volumes, and lack of visibility due to an approximate zero (0) foot building setback; and

WHEREAS, vehicle access on Fifth Avenue presents a less safe option compared to Fourth Avenue due to traffic volumes on Memorial Drive and lack of an upcoming traffic signal; and

WHEREAS, in recognition of resident concerns and the relative safety of each option for vehicle access, the Mayor and Council seek to add flexibility to the 1201 Memorial Drive Redevelopment Plan to permit vehicle access to also occur on the Fifth Avenue frontage;

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

SECTION 1. The following language shall be amended within the plan (additions are shown as **thus**; deletions are shown as ~~thus~~):

....

F. Parking & Circulation

Deviations from the following shall be considered c variances.

1. The parking and circulation on the property, including curb cuts, shall be substantially consistent with the Concept Plan provided in Exhibit A to this Redevelopment Plan, unless otherwise provided herein, **and except as follows: two-way vehicle access shall be located on the Fourth Avenue frontage at a location subject to the discretion of the Planning Board, one- or two-way vehicle access may be located on the Fifth Avenue frontage at the discretion of the Planning Board (including location). Vehicle access to Memorial Drive shall not be permitted.** Roadway improvements, such as curb extensions, shall be considered and discussed with the City of Asbury Park and if acceptable included in the redeveloper agreement.

....

G. Architectural Design

Deviations from the following shall be considered design exceptions.

1. The exterior architectural design shall be substantially consistent with the Concept Building renderings in Exhibit B to this Redevelopment Plan, unless otherwise provided herein **and except to accommodate changes to vehicle access to the site on Fourth Avenue and Fifth Avenue as noted in Section F.1. herein.** This requirement shall include but is not limited to the placement of nonresidential uses.

SECTION 2. That the applicable provisions contained within the attached Redevelopment Plan shall supersede the existing Land Use Development Regulations governing the Property, and the Official Zoning Map of the City is hereby amended accordingly.

SECTION 3. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 5. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, ANTHONY CUCCI, 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. 2025-1 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-2**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE
IMPROVEMENTS ON BLOCK 4306, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 (200-210 EIGHTH
AVENUE, 201-209 SEVENTH AVENUE AND 1604 WEBB STREET) ON THE CITY TAX
MAP WHICH ARE LOCATED WITHIN THE ASBURY PARK WATERFRONT
REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT
OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, as a result of the world-wide financial issues (the “2008 Financial Crisis”) occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests in the Master Developer; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4306, Lots 1, 2, 3, 4, 5, 6, 7, and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) (the “Property”), which Infrastructure Improvements, in whole or in part, constitute:

- (i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and
- (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, the Master Developer entered into a Subsequent Developer Agreement with APW Redeveloper, LLC, on August 27, 2024, pursuant to which APW Redeveloper, LLC assumed certain rights and obligations of the Master Developer; and

WHEREAS, APW Redeveloper, LLC thereafter assigned its rights, duties and obligations under the Subsequent Developer Agreement to K. Hovnanian’s Delta at Asbury Park Urban Renewal, LLC (the “Subsequent Developer”); and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property located within an area in need of redevelopment; and

WHEREAS, the City wishes to enter into a Special Assessment Agreement with the Subsequent Developer for the special assessment of certain Infrastructure Improvements, as listed in Exhibit A of the Special Assessment Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed, financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. to be developed, financed, and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvements will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to

make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The actual costs of such Infrastructure Improvements shall be established at the time of installation as certified to the City Engineer, provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment (“Special Assessment”) levied against the Property shall be determined, at the option of the owner of the Property, in accordance with:

(i) the procedure set forth in the Local Improvements Law; or

(ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law (the “Special Assessment Agreement”).

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30-year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

(i) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(ii) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(iii) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following:

- a. the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27; or
- b. with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(c) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(e) The City hereby determines that:

- (i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;
 - a. charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and
 - b. charged on the portion of the Special Assessments not allocable to the

RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and

- (ii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement (including, without limitation, any adjustments to the estimated sale prices contained therein or exhibits relating to the final pricing of the RABs, in either case contained therein, whether such adjustments are set forth in the Special Assessment Agreement when executed or added by subsequent addendum, amendment or supplement, the execution and delivery of which is hereby authorized), all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

Section 7. This ordinance shall take effect as provided by law.

I, ANTHONY CUCCI, 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. 2025-2 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK

THIS AGREEMENT AND THE ORDINANCES APPROVING THE AGREEMENT SECURE BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE “REDEVELOPMENT AREA BOND FINANCING LAW” AND THE LIEN HEREOF IN FAVOR OF THE HOLDER OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREAFTER RECORDED

Record and return to:

James G. Fearon, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

Special Assessment Agreement

By and Among

The CITY OF ASBURY PARK

and

**K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC
(the “Entity”)**

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter, the “**Agreement**”), made this ____ day of _____, 2025, by and **between K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC** (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

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

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

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); 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 Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**2008 Financial Crisis**”) occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests; and

WHEREAS, during the 2008 Financial Crisis, the City and the Master Developer arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 *et seq.*, the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 *et seq.* (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, the Local Improvements Law for which a Special Assessment (as defined herein) may be imposed; and

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area; and

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 *et seq.* (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area; and

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement executed by the City, the Master Developer and APW Redeveloper, LLC, on August 27, 2024 (the “**Subsequent Developer Agreement**”); and

WHEREAS, APW Redeveloper, LLC has assigned its rights, duties and obligations under the Subsequent Developer Agreement to the Entity; and

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project on the Project Site, the City and the Entity are proposing to enter into, or have entered into, a financial agreement governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”); and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment; and

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law; and

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOT payable to the City, the Parties desire to enter into this Agreement pursuant to which the City shall have a right to impose a Special Assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement; and

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement defined and described in Section 3.01(a) of this Agreement; and

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein).

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND THEIR RESPECTIVE PARCELS OR PORTIONS OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNITS, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 *et seq.*

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs upon initial issuance or otherwise, including any supplemental indenture in connection with the Project or otherwise.

Land — shall mean the real property known as Block 4306, Lots 1-8 (as will be temporarily consolidated into three lots and then ultimately consolidated into a single lot), upon which the Project shall be constructed, all as set forth, or to be set forth, on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01 hereof.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B hereto.

Project — shall mean the six (6) buildings consisting of a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements, all to be known as “The Delta” and to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, the Financial Agreement and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

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

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential condominium units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B hereto.

ARTICLE II.
DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the respective dates that the first Special Assessment amount per Unit is due in accordance with the terms hereof.

ARTICLE III.
SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Pledged Portion of the Special Assessment for the Project shall be the total amount set forth in Exhibit A hereto (the “**Principal Amount**”) plus Legal Interest; and (ii) the Principal Amount of the Special Assessment, together with Legal Interest thereon and if applicable, the Unpledged Portion of the Special Assessment, shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Pledged Portion of the Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C hereto at the issuance of the RABs, examples

of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C hereto.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurate, unnecessary, or in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

(c) The Unpledged Portion of the Special Assessment shall be determined and allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B. Thereafter, the Unpledged Portion of the Special Assessment shall be recalculated each year.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B, and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Purposes Tax Rate, or Tax Ratio.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in the Indenture, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be “Surplus Pledged Special Assessments” as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the Indenture, as applicable.

(g) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless

it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement prior to the maturity of RABs, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the delinquent installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner, and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.
MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and

enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement. The Parties understand and agree that at the time of the execution of this Agreement, the Entity may have taken title to the Land and the Entity may utilize lender financing in connection with the acquisition of the Land. In the event that any encumbrance placed by the Entity on the Land pursuant to this Section 4.02 predates the recording of this Agreement, the Entity shall procure a subordination consistent with 4.02(b).

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordinate to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V. **DEFAULT**

SECTION 5.01 Default - Default shall be the failure of any Party to perform its obligations under this Agreement (each a “**Default**”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property or Unit to which the Default applies and from which it arises, without any implication of Default against any other Owner, property, or Unit.

SECTION 5.02 Cure Upon Default - Should any Party be in Default of any obligation under this Agreement, the other Party shall notify the defaulting Party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting Party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting Party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of

any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) nor its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any uncured Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to its other remedies, reserves the right to proceed against the Land or Unit, as applicable, to which the Default applies, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), a Default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in Default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI. **NOTICES**

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with a copy to:

James G. Fearon, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

If to the Entity:

K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC
 110 Fieldcrest Avenue
 Edison, New Jersey 08837
 Attn: Carl W. Erler, Esq., Division Counsel

If to any other Owner:

The notice shall be directed to the Owner's address
 as set forth in the property tax records of the City.

**ARTICLE VII.
MISCELLANEOUS**

SECTION 7.01 Recording - Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
 [SIGNATURES ON THE FOLLOWING PAGES]**

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Lisa Esposito, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, ___, 2025, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ;
and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

[MASTER DEVELOPER TO PROVIDE]

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

Special Assessments for each Unit shall be calculated as follows:

Municipal Purposes Tax Rate– the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit Type	Number of Units	Sales Price Per Unit	Total Sales Price For Units
Ardmore	30	\$ 1,079,990	\$ 32,399,700
Cape Elizabeth	10	\$ 1,194,990	\$ 11,949,900
Cape May	2	\$ 1,074,990	\$ 2,149,980
Arden	3	\$ 979,990	\$ 2,939,970

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Purposes Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate

Example:

If (per Unit):

Sales Price = \$_____ (average assumed sales price of Units)

Total Tax Rate = _____%; Municipal Purposes Tax Rate = _____%; Tax Ratio = 100.00%;

County Factor = _____

Then (per Unit):

Special Assessment = \$_____ * 100.00% * _____% = \$_____

Time for Calculation: See Time for Calculation for each of the Pledged Portion of the Special Assessment and the Unpledged Portion of the Special Assessment, below.**Pledged Portion of the Special Assessments shall be calculated as follows:**

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If (per Unit)

Sales Price = \$_____

Total Tax Rate = _____%; Municipal Purposes Tax Rate = _____%; Tax Ratio = 100.00%;

County Factor = _____

PILOT = \$_____ (\$_____ * 100.00% * _____% * _____)

City PILOT: \$_____

County PILOT: \$_____

Total PILOT = \$_____

Then (per Unit):

Pledged Portion of the Special Assessment = \$_____ - \$_____ = \$_____

Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser and shall remain fixed thereafter.**Unpledged Portion of the Special Assessments shall be calculated as follows:**

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Portion of the Special Assessment

Example:

If (per Unit):

Sales Price = \$_____

Total Tax Rate = ____%; Municipal Purposes Tax Rate = ____%; Tax Ratio = 100.00%;
 County Factor = ____
 Pledged Portion of the Special Assessment = \$_____

Then (per Unit):

Unpledged Portion of the Special Assessment = \$_____ - \$_____ = \$_____
 (i.e., = PILOT)

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement between the City and the Entity, specifically, upon Substantial Completion as defined in the Financial Agreement and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

EXHIBIT C

ASSUMPTIONS and EXAMPLES of Special Assessment Deficiency Amount

Assumed Base Prices:

Unit Type	Number of Units	Sales Price Per Unit	Total Sales Price Of Units
Ardmore	30	\$ 1,079,990	\$ 32,399,700
Cape Elizabeth	10	\$ 1,194,990	\$ 11,949,900
Cape May	2	\$ 1,074,990	\$ 2,149,980
Arden	3	\$ 979,990	\$ 2,939,970

Examples of Special Assessment Deficiency Amount:

[to be attached above finalization]

EXHIBIT D

N/A



**Asbury Park, New Jersey
ORDINANCE NO. 2025-3**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION
OF A FINANCIAL AGREEMENT WITH K. HOVNANIAN'S DELTA AT ASBURY
PARK URBAN RENEWAL, LLC CONCERNING PROPERTY LOCATED AT BLOCK
4306, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 8 (200-210 EIGHTH AVENUE, 201-209 SEVENTH
AVENUE AND 1604 WEBB STREET) ON THE CITY TAX MAP WITHIN THE
ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND GRANTING A TAX
EXEMPTION**

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

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

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

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, as a result of the world-wide financial issues (the "2008 Financial Crisis") occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests in the Master Developer; and

WHEREAS, the Master Developer entered into a Subsequent Developer Agreement with APW Redeveloper, LLC, on August 27, 2024, pursuant to which APW Redeveloper, LLC assumed certain rights and obligations of the Master Developer with regard to the Property (as defined herein); and

WHEREAS, APW Redeveloper, LLC thereafter assigned its rights, duties and obligations under the Subsequent Developer Agreement to K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC (the "Entity"); and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop and construct a residential housing project consisting of six (6) buildings with a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements (the "Project"), on the property identified as Block 4306, Lots 1, 2, 3, 4, 5, 6, 7, and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) (the "Property") located within the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated February 28, 2024, requesting a long term tax exemption and financial agreement with respect to the Project (the "Application") pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the "Financial Agreement") substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax

exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

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

2. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED. (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

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

4. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement (including, without limitation, any adjustments to the estimated sale prices contained therein, or exhibits relating to the final pricing of the RABs, in either case contained therein, whether such adjustments are set forth in the Financial Agreement when executed or added by subsequent addendum, amendment or supplement, the execution and delivery of which is hereby authorized), all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel,

the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

5. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

6. EFFECTIVE DATE. This Ordinance shall take effect according to law.

I, ANTHONY CUCCI, 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. 2025-3 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK

Record and Return To:

James G. Fearon, Esq.
 Dilworth Paxson LLP
 4 Paragon Way, Suite 400
 Freehold, New Jersey 07728

Re: K. HOVNANIAN'S DELTA AT
 ASBURY PARK URBAN
 RENEWAL, LLC PROJECT
 Asbury Park, New
 Jersey (Block 4306,
 [Lots 1-8, to be
 subsequently
 consolidated,
 ultimately to a single
 lot])

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2025 by and between K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law") having its principal office at 110 Fieldcrest Avenue, Floor 5, Edison, New Jersey 08837, hereinafter designated as the "Entity", and the CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS**WITNESSETH**

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal redevelopment project located at Block 4306, Lots 1-8 (as will be temporarily consolidated into three lots and then ultimately consolidated into a single lot) on the Official Tax Maps of the City,

an approximate 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue (the "Property", as further defined herein). The redevelopment project consists of six (6) buildings consisting of a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements, (the "Project", as further defined herein); and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project on the Property upon the terms and conditions hereinafter set forth; and

WHEREAS, the Project will be developed in the "Asbury Park Waterfront Redevelopment Area" (the "Waterfront Redevelopment Area") of the City pursuant to and as defined in the City's "Asbury Park Waterfront Redevelopment Plan (Plan IV)" adopted June 5, 2002, as amended (the "Waterfront Redevelopment Plan"), all pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

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

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto as Exhibit 1 in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

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

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit

Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of ad valorem real property taxes on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e., PILOT) is equivalent to the Unpledged Portion of the Special Assessment under and as defined in the Special Assessment Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in

the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms-length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity, which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document attached hereto as Exhibit 1 which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared, and its contents certified by, a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy

issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a Condominium Regime, which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual residential unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party provided in this Agreement.

xvi. Entity – Initially, the Applicant, and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Force Majeure - Any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or

civil disturbance, any act(s) of terrorism or terroristic threat, a cyber-attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

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

xx. Land – The raw, unimproved land comprising the Property exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of ad valorem real property taxes levied on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq., if any.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Master Developer – Asbury Partners, LLC, as master developer pursuant to that

certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended.

xxv. Minimum Annual Service Charge - An amount equal to the total ad valorem real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional local property taxation.

xxvi. Municipal Increase – In any given year, the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property, housing units and related improvements thereon, which are the subject of and described in this Agreement (including the Project defined in the preambles) and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain 45 residential housing Units (N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City, if any, or improvements located within the public rights-of-way, if any.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City and identified on the official tax map of the City as Block 4306, Lots 1-8 (as will be temporarily consolidated into three lots and then ultimately consolidated into a single lot), including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – As to an unsold Unit, shall mean:

Unit Type	Number of Units	Sales Price Per Unit	Total Sales Price For Units
Ardmore	30	\$ 1,079,990	\$ 32,399,700
Cape Elizabeth	10	\$ 1,194,990	\$ 11,949,900
Cape May	2	\$ 1,074,990	\$ 2,149,980
Arden	3	\$ 979,990	\$ 2,939,970

The foregoing are the average base sales prices set forth in the Application. As to a Unit transferred to a bona fide purchaser in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales prices set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Special Assessment Agreement – That certain Special Assessment Agreement between the City and the Entity executed or to be executed with respect to the Project.

xxxiv. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxv. Subsequent Developer Agreement – That certain Subsequent Developer Agreement dated August 27, 2024 by the Master Developer, APW Redeveloper, LLC (whose

rights thereunder have been assigned to the Entity), and the City and entered into with respect to the Project, or any future amendment or subsequent developers agreement governing the Project.

xxxvi. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxvii. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

xxxviii. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxix. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately the amount set forth in the Application.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City,

result in new public infrastructure and create employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the marketplace and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs

the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess Net Profit to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of this Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of the excess Net Profit as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of

any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to the Subsequent Developer Agreement, and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 *et seq.* Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

- A. Relative benefits of the Project when compared to the costs:
- i The current real estate taxes on the Land, generate revenue of less than approximately \$ 146,599.20 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$ 288,000.
 - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional local property taxation had remained in effect with respect to the Property.
- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i Without the exemption, the Project is not financially viable;
 - ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. _____ on _____, 2025 attached to this Agreement as Exhibit 2, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each

successor Condominium Unit Owner, as applicable, shall, during the Term of this Agreement, make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. As an example, solely for illustrative purposes, if the Sales Price for a Unit was \$1,110,657, the Total Tax Rate was 1.582%, the Municipal Purposes Tax Rate was 0.577%; the Tax Ratio was 100.00% and the County Factor was 1.052631579, then the Pledged Portion of the Special Assessment would be \$10,824.81 and the Unpledged Portion of the Special Assessment (i.e. the annual service charge for the Unit) would be \$6,745.78 (i.e. \$17,570.59 - \$10,824.81).

d. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the first day of the month following

the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the City shall remit five (5%) percent of the Annual Service Charge received by it to the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described in Section 8.2 hereof, shall constitute an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable. For the avoidance of doubt, a Condominium Unit Owner shall have the right, at its option, to appeal the assessment of its Unit for (i) any tax year for which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%); or (ii) the thirtieth (30th) year of the term of this Agreement. Any such appeal shall be filed in accordance with, and governed by, the applicable laws and regulations that govern tax appeals generally. Any such challenge shall be brought within the time permitted for the filing of tax appeals under applicable law. Notwithstanding the foregoing, if for any reason it should be determined that the tax court lacks jurisdiction, then the assessment may be contested pursuant to the dispute resolution provisions of this Agreement, and if an appeal was initially filed in a timely manner with the tax court, shall

be deemed to have been timely filed. Notwithstanding anything to the contrary herein, in no event may any tax appeal result in a reduction of the Pledged Portion of the Special Assessment under the Special Assessment Agreement.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 20.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds, which Entity obligation, for the avoidance of doubt, shall cease upon the sale of each Unit to the purchaser of such Unit in the Condominium

as set forth under Section 21.7 herein, and such Condominium Unit Owner shall then be responsible for the payment of the Special Assessments with respect to that Unit under the Special Assessment Agreement executed contemporaneously with this Agreement.

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment", and more specifically in a Special Assessment Agreement). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City, at a minimum, the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional local property taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional local property taxes that would have been due on each Unit had conventional local property taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite

governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds during the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval and may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no such requirement for payment by a Tenant will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of this Agreement, other than a payment Default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to

the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts and shall not be limited in any way due to the origin of the action in arbitration.

In the event of an uncured Default in payment of the Annual Service Charge, the City, among its other remedies, reserves the right to proceed against the Entity's Property or the Unit that is the subject of the Default, as applicable, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of Certificates of Occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial

Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under this Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit the Auditor's Report which shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profit, Allowable Net Profit, sales date, sales price of

each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor-owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of \$100.00 per day for each day after the 90th day that such report is not filed.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold, all relevant data regarding such sale, including date, consideration, all recorded closing documents (such as deed and affidavit of consideration), shall be submitted to the City Clerk and the Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE

FEE

Section 8.1 Application Fee

The Entity has paid to the City \$6,071.40, representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

(a) The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided that (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in Default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this

Agreement to an assignee, the assignor Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e.

(b) Notwithstanding anything contained herein to the contrary, nothing herein shall prohibit the transfer of the Property to a new entity as authorized in the Subsequent Developers Agreement, without any further action or consent by the City provided that (i) the new entity is an urban renewal entity formed pursuant to the Governing Law, (ii) the new entity does not own any other project subject to a long term tax exemption at the time of transfer, (iii) the new entity shall assume all of the obligations of the assignor Entity hereunder, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer; and (v) such assignment does not violate any of the governmental approvals applicable to the Property.

(c) In the event the City and the Master Developer terminate the Entity's rights to develop the Project under the Subsequent Developers Agreement and enter into a Subsequent Developers Agreement with a new entity, this Agreement shall be automatically assigned to the new entity, without any further action of the Parties, and the Entity shall have no further rights hereunder.

Section 10.2 Deeds Recital

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement and the Special Assessment Agreement, and (b) that each of this Agreement and the Special Assessment Agreement run with the land for the duration of this Agreement and the Special Assessment Agreement respectively, and that by accepting the deed, the grantee

acknowledges it has received from the Entity a true copy of each of this Agreement and the Special Assessment Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 *et seq.* as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 *et seq.*, as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability under this Agreement with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by the Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery

of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either Party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, 110 Fieldcrest Avenue, Edison, New Jersey 08837, Attention: Carl W. Erler, Division Counsel, unless, prior to the giving of notice, Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI -CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense, unless the City is found to have committed gross negligence and/or willful misconduct. However, the City maintains the right to intervene as a party thereto to which such intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in Default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said Default. Said notice shall set forth with particularity the basis of the alleged Default. The defaulting party shall have 90 days to cure any Default, except for a payment Default, which the defaulting party shall have 10 days to cure. If any non-payment Default cannot be cured within the cure period, then provided that diligent cure efforts are being prosecuted, the period

for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law. Assuming that a condominium regime has been established with respect to the Project this Agreement may be terminated partially and solely in respect of the condominium Unit in the Project owned by the party to which the Default applies in accordance with Governing Law.

Section 19.2 Remedies Upon Uncured Default

The City shall, among its other remedies, have the right to proceed against the real property, which may be an individual condominium Unit, as applicable, that is the subject of the uncured Default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 *et seq.* All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent but shall, assuming a condominium regime has been established with respect to the Project, be applied solely against the Unit within the Project to which the Default applies. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default, or assuming that a condominium regime has been established with respect to the Project, against the Unit within the Project which is the subject of the Default.

Section 19.3 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be a Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance,

failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such Default or breach within the time period provided in Section 19.1, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The date of Termination of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made to the Project or applicable Unit, as the case may be, shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the Parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, the Subsequent Developer Agreement and the Special Assessment Agreement constitute the entire agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium Regime to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale), the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profit of the Entity.

Section 21.8 Payment of Other Fees for Municipal

Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that

create a lien on parity with or superior to the lien for the Land Taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments during such time as the Entity owns the Property and/or Condominium Units

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a Default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore this Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the date of Termination. Further, upon the execution and delivery of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a Default) or stating the nature of any Default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a Default, it shall be identified with reasonable detail and also state the manner in which such Default may be cured.

Section 21.12 Exhibits

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

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK, SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed the day and year first above written.

K. HOVNANIAN'S DELTA AT
ASBURY PARK URBAN RENEWAL, LLC

By: _____
Name: Michael Weisslitz
Title: Division President

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Lisa Esposito, RMC, City Clerk

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2025, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ;
and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2025, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Division President of K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC as authorized by appropriate resolution or certificate of unanimous consent of said limited liability company.

Notary Public

EXHIBIT 1
The Application

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

APPLICATION FOR LONG TERM TAX EXEMPTION

RESIDENTIAL CONDOMINIUM PROJECT

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

K. Hovnanian’s Delta at Asbury Park
Urban Renewal LLC
Name of Applicant

110 Fieldcrest Avenue, Floor 5
Edison, NJ 08837
Address of Applicant

202-210 Eighth Avenue
200 Eighth Avenue
201 Seventh Avenue
203 Seventh Avenue
205 Seventh Avenue
207 Seventh Avenue
209 Seventh Avenue
1604 Webb Street
(45 Units) – Block 4306, Lots 1-8
Address of Project Site

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

K. Hovnanian's Delta at Asbury Park Urban Renewal LLC

NOTE – Applicant is a permitted transferee under the Subsequent Developer Agreement dated August 27, 2024, and is under contract to purchase the Property.

2. Address of Applicant:

110 Fieldcrest Avenue, Edison, NJ 08837

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

202-210 Eighth Avenue; 200 Eighth Avenue; 201 Seventh Avenue; 203 Seventh Avenue; 205 Seventh Avenue; 207 Seventh Avenue; 209 Seventh Avenue; and 1604 Webb Street

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

Block 4306, Lots 1 through 8

- c. Identify the designated Redevelopment Area in which the Project Site is located:

Prime Renewal Area

- d. Provide a metes and bounds description of the Project Site:

Please see Exhibit A attached.

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

Please see Exhibit B attached.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
4306	1	3,653,200	0	3,653,200
4306	2	1,131,800	0	1,131,800
4306	3	757,900	0	757,900
4306	4	1,212,700	0	1,212,700
4306	5	808,400	0	808,400
4306	6	859,000	0	859,000
4306	7	555,800	0	555,800
4306	8	287,900	0	287,900

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>ANNUAL PROPERTY TAXES</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
4306	1	57,793.62	0	57,793.62
4306	2	17,905.08	0	17,905.08
4306	3	11,989.98	0	11,989.98
4306	4	19,184.91	0	19,184.91
4306	5	12,788.89	0	12,788.89
4306	6	13,589.38	0	13,589.38
4306	7	8,792.76	0	8,792.76
4306	8	4,554.58	0	4,554.58
TOTAL		146,599.20	0	146,599.20

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

The existing Lots 1-8 are proposed to be consolidated into three tax lots prior to the start of construction. The Financial Agreement would apply to all three lots initially. Upon completion of the project, the Entity proposes to consolidate the three lots into a single tax lot.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)

a. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A.* 40A:20-12).

b. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A.* 40A:20-12). (Owner Occupied only).

c. _____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(1).

d. X Long Term Residential Condominium.

An annual service charge and special assessment will both be levied on this project, a portion of which will be pledged to support a Redevelopment Area Bond. Thus, the annual service charge will be calculated in accordance with the terms set forth in the Financial Agreement, which will supersede N.J.S.A. 40A:20-12(b)(1).

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(1).

6. The requested duration of Tax Abatement is 30 years.

SECTION D: PROJECT INFORMATION

7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.

Overview

The Delta Townhouse Development is a 45-unit townhouse residential community development project on an approximately 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue, described on the City of Asbury Park's Tax Maps as Block 4306, Lots 1-8 (the "Project"). The Project is located within Asbury Park's Waterfront Redevelopment Area ("WRA"). The Project will consist of six (6) rows of Buildings ranging from 5 homes to 10 homes in each Building string. One row of townhouses (10 Homes) is located along the Eighth Avenue Street frontage and a similar row of townhouses is located along Seventh Avenue Street frontage. Another two rows of townhouses (comprised of 7 townhouses and 8 townhouses) are located along the Kingsley Avenue frontage. The final two rows of townhouses (comprised of 5 Homes each) are located with one Building fronting on Webb Street and another Building parallel to same located at the interior of the community (i.e. the only Building without any public street frontage). Upon ultimate approval by the City's Planning Board and following lot consolidation, it is anticipated that the Project will consist of three lots. The three lots will be consolidated into a single lot upon completion of the Project.

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. Quality building materials, including Hardie panel shingle siding, lap siding, and board & batten siding, and metal railings have been selected based on the site's architectural context. All building frontages will have substantial landscaping including a majority of native plantings and street trees.

Building Program

With the exception of a single 3-story townhouse Building comprised of 5 townhouses (located along the center of the city block adjacent to Webb Street – which is necessary to remain within the Waterfront Redevelopment Area height restrictions), the remaining 40 townhouses are all proposed to be 4 stories in height, with rooftop balconies. The two end units of each townhouse row are proposed to be approximately 20 feet wide and 40 feet deep with two-car garages and two parking spaces in the driveway of each townhouse. All the interior townhomes are anticipated to be approximately 16 feet wide and 40 feet deep with single car garages and one parking space in the driveway of each townhouse. All the townhouses will have 4 bedrooms. Many townhouses will have a large rooftop deck (in excess of 180 square feet) which will enhance the outdoor utility of the overall community and provide unparalleled views and enjoyment to each homeowner.

Zoning/Waterfront Redevelopment Plan Compliance

The Project is located on an approximately 1.83-acre site within Block 4306, Lots 1-8, as described above. The proposed condominium community is largely consistent with the

requirements and the guidelines of the WRP. The overall tract exceeds the minimum lot area and frontage requirements of the WRP. A total of 114 parking spaces are provided, which exceeds the requirement of 68 parking spaces (based on 1.5 spaces per dwelling unit). All garages are oriented towards the internal drive aisles and courtyard areas.

8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to *N.J.S.A. 40A:20-3(h)*. Attach substantiation of the assumptions utilized therein as may be necessary.

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect's certification as to the construction costs. Please also see *N.J.S.A. 40A:20-8* and comply therewith.
Please see Exhibit C attached.

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test). *N/A*

9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

While still being evaluated, the Applicant anticipates utilizing bank financing and may utilize a land banker as described within the Subsequent Developer Agreement relating to this project.

10. Provide the currently estimated project schedule, including the anticipated project completion date.

Pursuant to the Subsequent Developer Agreement, the Entity is required to commence construction by July 18, 2026, and complete construction by July 18, 2028. That said and assuming all final governmental approvals are obtained, the Entity anticipates commencing construction in or about mid-2025 and completing construction within 18 to 22 months thereafter.

11. Disclosure Statement:

a. Name of Corporation, Partnership or Entity:

K. Hovnanian's Delta at Asbury Park Urban Renewal LLC

b. Principal place of business:

110 Fieldcrest Avenue, Floor 5, Edison, NJ 08837

- c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

Corporation Services Company
Princeton South Corporate Center
100 Charles Ewing Blvd, Suite 160
Ewing, NJ 08628

- d. Incorporated in the State of New Jersey.

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
K. Hovnanian Holdings, NJ, L.L.C.	90 Matawan Road, 5 th Fl. Matawan, NJ 17747	100%

Please see attached Exhibit D disclosing the ownership of K. Hovnanian Holdings, NJ, L.L.C.

- e. Name of Directors for Applicant

<u>Name</u>	<u>Title</u>
Michael Wyatt	Group President
Michael Weisslitz	Division President
Michael Marlovits	Vice President – Group Controller
Kenneth Mahieu	Vice President and Chief Legal Counsel
Carl Erler	Division Counsel
Jonathan Fisher	SVP, Land Acquisition – East Group
Tracy Siebold	Area Counsel
Shirleen Roberts	Area Counsel
Mark Warshauer	Legal Counsel

12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax

exemption that is currently in force and effect with the City of Asbury Park.

K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement

14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

In addition to the project's ongoing fiscal benefits to the City in the form of annual service charges, the construction phase of the proposed development will provide the following estimated economic benefits to the Monmouth County region:

Based on "*The Economic Impact of Home building in a Typical Local Area (Income, Jobs, and Taxes Generated)*, by the National Association of Home Builders, Housing Policy Department, April 2015 (Phase I – Direct and Indirect Impact of Construction Activity)", there are 176 Local Construction Jobs supported by the building 100 single family homes. Prorating this total relative to the 45 homes to be constructed in this project yields approximately 80 construction jobs to be supported by the within community.

15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?

This Project is being undertaken pursuant to the Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002, as amended ("Redeveloper Agreement") and the Master Project Finance Agreement, and furthers the goals of each.

The Project site will be remediated to NJDEP standards. In addition, the redevelopment of this site affords the community an opportunity to utilize the existing vacant land with a permitted use that is consistent with the Waterfront Redevelopment Plan.

16. The proposed Project complies with the Waterfront Redevelopment Plan as adopted and on file with the City Planning Board.
17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.
18. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.
19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.
20. Please state any exception(s) to the statements made (#1 to #19 above).

The proposed terms for the requested tax exemption are set forth in the draft Financial Agreement and Special Assessment Agreement annexed hereto as Exhibit E.

21. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.



Signature

Michael Weisslitz, Division President
Print Name and Title

November 15, 2024
Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

EXHIBIT A
METES AND BOUNDS

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)



1800 Route 34, Suite 101
Wall Township, New Jersey 07719
T: 732.312.9800
F: 732.312.9801
fpaengineers.com

**DESCRIPTION OF
LOTS 1 THRU 8, BLOCK 4306
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

All that certain parcel, or tract of land situated in the City of Asbury Park, Monmouth County, New Jersey, known as Lots 1 thru 8, Block 4306, being more particularly described as follows:

BEGINNING at a point of intersection of the Southerly line of Eight Avenue (100' wide ROW per Tax Map), and the Easterly line of Webb Street (50' wide ROW per Tax Map), and from said point running thence,

1. South 74° 49' 33" East, a distance of 275.00 feet along said Southerly line of Eight Avenue to a point in the Westerly line of Kingsley Street (75' wide ROW per Tax Map); thence,
2. South 15° 10' 27" West, a distance of 280.33 feet along said Westerly line to a point in the Northerly line of Seventh Avenue (Variable Width ROW per Tax Map); thence,
3. North 78° 55' 02" West, a distance of 275.70 feet along said Northerly line to a point in the Easterly line of Webb Street; thence,
4. North 15° 10' 27" East, a distance of 300.00 feet along said Easterly line of Webb Street to the point and place of **BEGINNING**.

Containing 79,795 square feet, more or less, or 1.831 acres, more or less.

Subject To:

- A. Any recorded or unrecorded easements, restrictions and covenants.

Being intended to describe Lots 1 thru 8, Block 4306, as shown on a map entitled, "Boundary & Topographic Survey, Prepared for, Lots 1 thru 8, Block 4306, Situated in the City of Asbury Park, Monmouth County, New Jersey", prepared by French & Parrello Associates, P.A., dated June 14, 2023.

2023-06-23

Thomas J. Ertle, P.L.S.
Professional Land Surveyor
N.J. License No. 24GS03583400

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

EXHIBIT B
SURVEY

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)



EXHIBIT C
TOTAL ESTIMATED PROJECT COSTS

101 Crawfords Corner Road
Suite 3400
Holmdel New Jersey 07733
Main: 877 627 3772
colliersengineering.com



November 15, 2024

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

Waterfront Redevelopment Area
Application for Designation as Subsequent Developer
The Delta at Asbury Park
Block 4006, Lots 1-8
Colliers Engineering & Design Project No. 23004790B

To Whom It May Concern:

In reference to the above captioned matter, kindly note that I have reviewed both Estimated Total Project Costs set forth as attached (\$39,837,166), and to the best of my information, knowledge and belief, said budgets appear to be in a reasonable range for this condominium community.

Notwithstanding the foregoing, I make no guarantees or warranties concerning the aforesaid budgets or that the actual completed costs of construction will not vary materially from these estimates.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "R. Curley", is written over a circular professional seal. The seal contains the text "NEW JERSEY PROFESSIONAL ENGINEER" and "GEORGE B. CURLEY".

Robert Curley, PE, PP
Department Manager

R:\Projects\2023\23004790B\Correspondence\OUT\241115_ PILOT - PILOT - Subsequent Developer Application_Delta at Asbury.docx

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

The Delta at Asbury Park – Estimated Project Costs

Description	Budget	Cost Per Unit
Land Costs		
Land	\$14,275,000	\$317,222
Sub-total	\$14,275,000	\$317,222
Soft Costs		
Architects	\$150,000	\$3,333
Engineer / Environmental Consultant / DEP	\$130,000	\$2,889
Legal	\$85,000	\$1,889
Administrative / Finance Fees / Realty Transfer Fees	\$575,096	\$12,780
Marketing	\$721,561	\$16,035
Real Estate Taxes	\$360,000	\$8,000
Overhead	\$2,578,140	\$57,292
Insurance / Administrative	\$1,080,000	\$24,000
Permits / Fees	\$454,212	\$10,094
Sub-total	\$6,134,009	\$136,311
Hard Costs		
Estimated Construction Budget	\$14,489,313	\$321,985
Site Work	\$4,938,844	\$109,752
Sub-total	\$19,428,157	\$431,737
Totals		
Land Costs	\$14,275,000	\$317,222
Soft Costs	\$6,134,009	\$136,311
Hard Costs	\$19,428,157	\$431,737
Projected Total Costs	\$39,837,166	\$885,270

EXHIBIT D
OWNERSHIP DISCLOSURE

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

OWNERSHIP DISCLOSURE OF K. HOVNANIAN HOLDINGS NJ, LLC

- K. Hovnanian Northeast Division, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Holdings NJ, LLC.
- Hovnanian Enterprises, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Northeast Division, Inc.
- Hovnanian Enterprises, Inc. is a publicly traded company and no person or entity owns more than ten (10%) percent of its stock.

K. HOVNANIAN HOLDINGS NJ, LLC

 11-15-24

Carl W. Erler, Division Counsel

OWNERSHIP DISCLOSURE OF K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC

- K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC is wholly owned by K. Hovnanian Holdings NJ, LLC.
- K. Hovnanian Northeast Division, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Holdings NJ, LLC.
- Hovnanian Enterprises, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Northeast Division, Inc.
- Hovnanian Enterprises, Inc. is a publicly traded company and no person or entity owns more than ten (10%) percent of its stock.

**K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN
RENEWAL, LLC**

 11-15-24

Carl W. Erler, Division Counsel

OFFICERS DISCLOSURE OF K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC

- The Officers of K. Hovnanian’s Delta at Asbury Park Urban Renewal, LLC are as follows:

<u>Name</u>	<u>Title</u>
Michael Wyatt	Group President
Michael Weisslitz	Division President
Michael Marlovits	Vice President – Group Controller
Kenneth Mahieu	Vice President and Chief Legal Counsel
Carl Erler	Division Counsel
Jonathan Fisher	SVP, Land Acquisition – East Group
Tracy Siebold	Area Counsel
Shirleen Roberts	Area Counsel
Mark Warshauer	Legal Counsel

K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN
RENEWAL, LLC

 11-15-24

Carl W. Erler, Division Counsel

EXHIBIT E
DRAFT FINANCIAL AGREEMENT AND
SPECIAL ASSESSMENT AGREEMENT

(Exhibit E Intentionally Omitted)

EXHIBIT 2
Ordinance

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)



**Asbury Park, New Jersey
ORDINANCE NO. 2025-__**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION
OF A FINANCIAL AGREEMENT WITH K. HOVNANIAN'S DELTA AT ASBURY
PARK URBAN RENEWAL, LLC CONCERNING PROPERTY LOCATED AT BLOCK
4306, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 ON THE CITY TAX MAP WITHIN THE ASBURY
PARK WATERFRONT REDEVELOPMENT AREA AND GRANTING A TAX
EXEMPTION**

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

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

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

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, as a result of the world-wide financial issues (the "2008 Financial Crisis") occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests in the Master Developer; and

WHEREAS, the Master Developer entered into a Subsequent Developer Agreement with APW Redeveloper, LLC, on August 27, 2024, pursuant to which APW Redeveloper, LLC assumed certain rights and obligations of the Master Developer with regard to the Property (as defined herein); and

WHEREAS, APW Redeveloper, LLC thereafter assigned its rights, duties and obligations under the Subsequent Developer Agreement to K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC (the "Entity"); and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop and construct a residential housing project consisting of six (6) buildings with a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements (the "Project"), on the property identified as Block 4306, Lots 1, 2, 3, 4, 5, 6, 7, and 8 (the "Property") located within the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated February 28, 2024, requesting a long term tax exemption and financial agreement with respect to the Project (the "Application") pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the "Financial Agreement") substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

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

2. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED. (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

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

4. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement (including, without limitation, any adjustments to the estimated sale prices contained therein, or exhibits relating to the final pricing of the RABs, in either case contained therein, whether such adjustments are set forth in the Financial Agreement when executed or added by subsequent addendum, amendment or supplement, the execution and delivery of which is hereby authorized), all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

5. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

6. EFFECTIVE DATE. This Ordinance shall take effect according to law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. _____ which was finally adopted by the City Council at a meeting held on the ____ day of _____, 2025

LISA ESPOSITO
CITY CLERK

EXHIBIT 3
Certificates of the Entity

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)



**Asbury Park, New Jersey
ORDINANCE NO. 2025-4**

ORDINANCE AMENDING THE REDEVELOPMENT PLAN FOR 1001 FIRST AVENUE CITY OF ASBURY PARK, MONMOUTH COUNTY, BLOCK: 401, LOTS: 10, 11,12, AND 13

WHEREAS, on March 14, 2018 the Mayor and City Council adopted Ordinance No. 2018-8; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a plan (the “1001 First Avenue Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “1001 First Avenue Redevelopment Area” or the ‘Area’); and

WHEREAS, the City wishes to revisit and amend the redevelopment plan in order to encourage redevelopment of a vacant and underutilized property with inclusionary housing; and

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

SECTION 1. The following language shall be amended within the plan (additions are shown as **thus**; deletions are shown as ~~thus~~) in addition to Appendix A attached herein:

Page 10 through 13 of the 1001 First Avenue Redevelopment Plan, Section 13. Land Use Requirements, the following language shall be amended:

Permitted ~~Principal~~ Uses:

Ground Floor:

Retail

Restaurant

Service

Office

~~Residential – not to exceed 30% of ground floor area~~

Residential amenity space

Parking

Second to Fifth Floor:

Residential - Maximum number of residential units: ~~80~~ **104**

Residential Amenity space

Permitted Accessory Uses

Parking

Recreation/Open Space

~~Dog Run~~~~Pool~~~~Outdoor storage shed~~Home Occupation~~Outdoor Dining~~

Other uses incidental and customarily associated with the principal uses

Bulk Requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: ~~65 dwelling units per acre~~ 104 units, including affordable housing units

FRONT YARD SETBACK:

Ground Floor and Second floor:

Minimum setback to 1st Avenue: 24.6 feetMinimum setback to 2nd Avenue: 15 feet~~Maximum~~ Minimum setback to Langford Street: 5 feet~~Maximum setback if there is a restaurant on the ground floor; 10 feet~~

Third to Fourth Floors (from property line):

~~Minimum: 9 feet~~Minimum setback to 1st Avenue: 24.6 feetMinimum setback to 2nd Avenue: 15 feetMinimum setback to Langford Street: 9 feetFifth Floor (from property line):Minimum: 30 feet (excluding elevator and stair bulkheads)

Rear Yard Setback:

20 feet (applies to all interior lot lines)

Maximum Height:

55 feet, 5 stories excluding penthouse mechanicals and elevator and stair bulkheads.

Minimum Floor to Ceiling Height**GROUND FLOOR: 12FT****3-5th floors: 9.5FT**

Maximum building coverage

65%-80%

Maximum lot coverage **~~75%~~90%**

• • • • •

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco (ie EIFS, STO) and vinyl siding are prohibited. Cement stucco can only be used for accents and cannot be more than 10% of the façade. All facades that are visible to any public R-O-W shall be of primary materials.

~~Ground floor commercial uses shall have a minimum 70% glass. Glass shall be transparent. Blank walls on the primary facades shall be discouraged.~~

Parking garages that front a street shall be enclosed and complement the primary façade ~~and retail store fronts~~. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, but cannot occupy more than 30% of a primary facade.

Site layout and design shall be substantially consistent with the Concept Plan provided in Appendix A to this Redevelopment Plan, unless otherwise provided herein.

The exterior architectural design shall be substantially consistent with the Concept Building Elevations in Appendix B to this Redevelopment Plan, unless otherwise provided herein.

The primary building entrance for pedestrians shall face 2nd Avenue.

The primary building entrance for vehicles shall face 1st Avenue.

Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.

Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) shall be provided at the discretion of the Planning Board and need not be consistent with the Concept Plan provided in Appendix A.

Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials. Screening shall be constructed of the same or complementary material as the building.

Private and common exterior amenity space, including but not limited to private decks and shared outdoor rooftop areas, shall not be located along the rear of the building.

• • • •

Landscaping Requirements:

...

Landscape need not be substantially consistent with the Concept Plan provided in Appendix A.

A planted buffer of not less than 5 feet in width, as well as a solid wood fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

Sustainability Requirements:

....

5. A maximum of two (2) electric car charging stations. The site shall be compliant with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171).

SECTION 2. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 13 of the 1001 First Avenue Redevelopment Plan, Section 14. Affordability Requirement, the following language shall be amended:

~~A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. There shall be a mix of low and moderate units. Exact unit distributions shall be determined by municipal council and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls as determined by the Council on Affordable Housing (COAH) in order to be counted toward any municipal affordability requirement.~~

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.

4. **All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.**
5. **The average size of each affordable housing unit bedroom type (efficiencies, 1-bedroom units, 2-bedroom units, 3-bedroom units) shall be the smaller of the following: the average interior unit size of the market units of the same bedroom type in the project or 550 square feet for efficiencies, 650 square feet for one bedroom, 875 square feet for two bedrooms, 1,150 square feet for three bedrooms, and 1,250 square feet for four bedrooms.**

SECTION 2. That the applicable provisions contained within the attached Redevelopment Plan shall supersede the existing Land Use Development Regulations governing the Property, and the Official Zoning Map of the City is hereby amended accordingly.

SECTION 3. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 5. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, ANTHONY CUCCI, 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. 2025-4 which was finally adopted by the City Council at a meeting held on the 12th day of February, 2025

ANTHONY CUCCI
DEPUTY CITY CLERK

APPROVING AND ADOPTING AN AMENDMENT TO THE 1001 FIRST AVENUE
REDEVELOPMENT PLAN

WHEREAS, on March 14, 2018 the Mayor and City Council adopted Ordinance No. 2018-8; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A* 40A:12A-1 *et. seq.*, the “Act”) the Ordinance adopted a plan (the “1001 First Avenue Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “1001 First Avenue Redevelopment Area” or the ‘Area”); and

WHEREAS, the City wishes to revisit and amend the redevelopment plan in order to encourage redevelopment of a vacant and underutilized property with inclusionary housing; and

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

SECTION 1. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 10 through 13 of the 1001 First Avenue Redevelopment Plan, Section 13. Land Use Requirements, the following language shall be amended:

Permitted ~~Principal~~ Uses:

Ground Floor:

~~Retail~~

~~Restaurant~~

~~Service~~

~~Office~~

~~Residential—not to exceed 30% of ground floor area~~

Residential amenity space

Parking

Second to Fifth Floor:

Residential – Maximum number of residential units: ~~80~~ 104

Residential Amenity space

Permitted Accessory Uses

~~Parking~~

~~Recreation/Open Space~~

~~Dog Run~~

~~Pool~~

~~Outdoor storage shed~~

Home Occupation

~~Outdoor Dining~~

Other uses incidental and customarily associated with the principal uses

Bulk Requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: ~~65 dwelling units per acre~~ 104 units, including affordable housing units

FRONT YARD SETBACK:

Ground Floor and Second floor:

Minimum setback to 1st Avenue: 24.6 feet

Minimum setback to 2nd Avenue: 15 feet

~~Maximum~~ Minimum setback to Langford Street: 5 feet

~~Maximum setback if there is a restaurant on the ground floor; 10 feet~~

Third to Fourth Floors (from property line):

~~Minimum: 9 feet~~

Minimum setback to 1st Avenue: 24.6 feet

Minimum setback to 2nd Avenue: 15 feet

Minimum setback to Langford Street: 9 feet

Fifth Floor (from property line):

Minimum: 30 feet (excluding elevator and stair bulkheads)

Rear Yard Setback:

20 feet (applies to all interior lot lines)

Maximum Height:

55 feet, 5 stories excluding penthouse mechanicals and elevator and stair bulkheads.

~~Minimum Floor to Ceiling Height~~

~~GROUND FLOOR: 12FT~~

~~3-5th floors: 9.5FT~~

Maximum building coverage

~~65%~~ 80%

Maximum lot coverage

~~75%~~ 90%

.....

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco (ie EIFS, STO) and vinyl siding

are prohibited. Cement stucco can only be used for accents and cannot be more than 10% of the façade. All facades that are visible to any public R-O-W shall be of primary materials.

~~Ground floor commercial uses shall have a minimum 70% glass. Glass shall be transparent. Blank walls on the primary facades shall be discouraged.~~

Parking garages that front a street shall be enclosed and complement the primary façade ~~and retail store fronts~~. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, but cannot occupy more than 30% of a primary facade.

Site layout and design shall be substantially consistent with the Concept Plan provided in Appendix A to this Redevelopment Plan, unless otherwise provided herein.

The exterior architectural design shall be substantially consistent with the Concept Building Elevations in Appendix B to this Redevelopment Plan, unless otherwise provided herein.

The primary building entrance for pedestrians shall face 2nd Avenue.

The primary building entrance for vehicles shall face 1st Avenue.

Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.

Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) shall be provided at the discretion of the Planning Board and need not be consistent with the Concept Plan provided in Appendix A.

Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials. Screening shall be constructed of the same or complementary material as the building.

Private and common exterior amenity space, including but not limited to private decks and shared outdoor rooftop areas, shall not be located along the rear of the building.

....

Landscaping Requirements:

...

Landscape need not be substantially consistent with the Concept Plan provided in Appendix A.

A planted buffer of not less than 5 feet in width, as well as a solid wood fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

Sustainability Requirements:

....

5. A maximum of two (2) electric car charging stations ~~The site shall be compliant with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171).~~

SECTION 2. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 13 of the 1001 First Avenue Redevelopment Plan, Section 14. Affordability Requirement, the following language shall be amended:

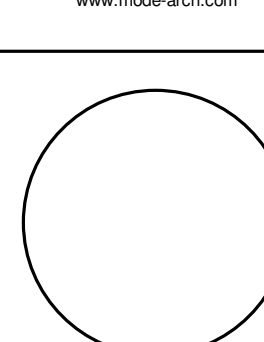
~~A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. There shall be a mix of low and moderate units. Exact unit distributions shall be determined by municipal council and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls as determined by the Council on Affordable Housing (COAH) in order to be counted toward any municipal affordability requirement.~~

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.
4. All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.
5. The average size of each affordable housing unit bedroom type (efficiencies, 1-bedroom units, 2-bedroom units, 3-bedroom units) shall be the smaller of the following: the average interior unit size of the market units of the same bedroom type in the project or 550 square feet for efficiencies, 650 square feet for one bedroom, 875 square feet for two bedrooms, 1,150 square feet for three bedrooms, and 1,250 square feet for four bedrooms.

APPENDIX A: CONCEPT PLAN

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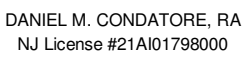
1001 FIRST AVENUE PROPOSED MULTIFAMILY DEVELOPMENT	1001 FIRST AVENUE ASBURY PARK, NJ 07712 BLOCK: 401, LOTS: 10,11,12,13
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SCHEMATIC PLANS -
GROUND FLOOR

A-1

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CHECKED BY: PMC

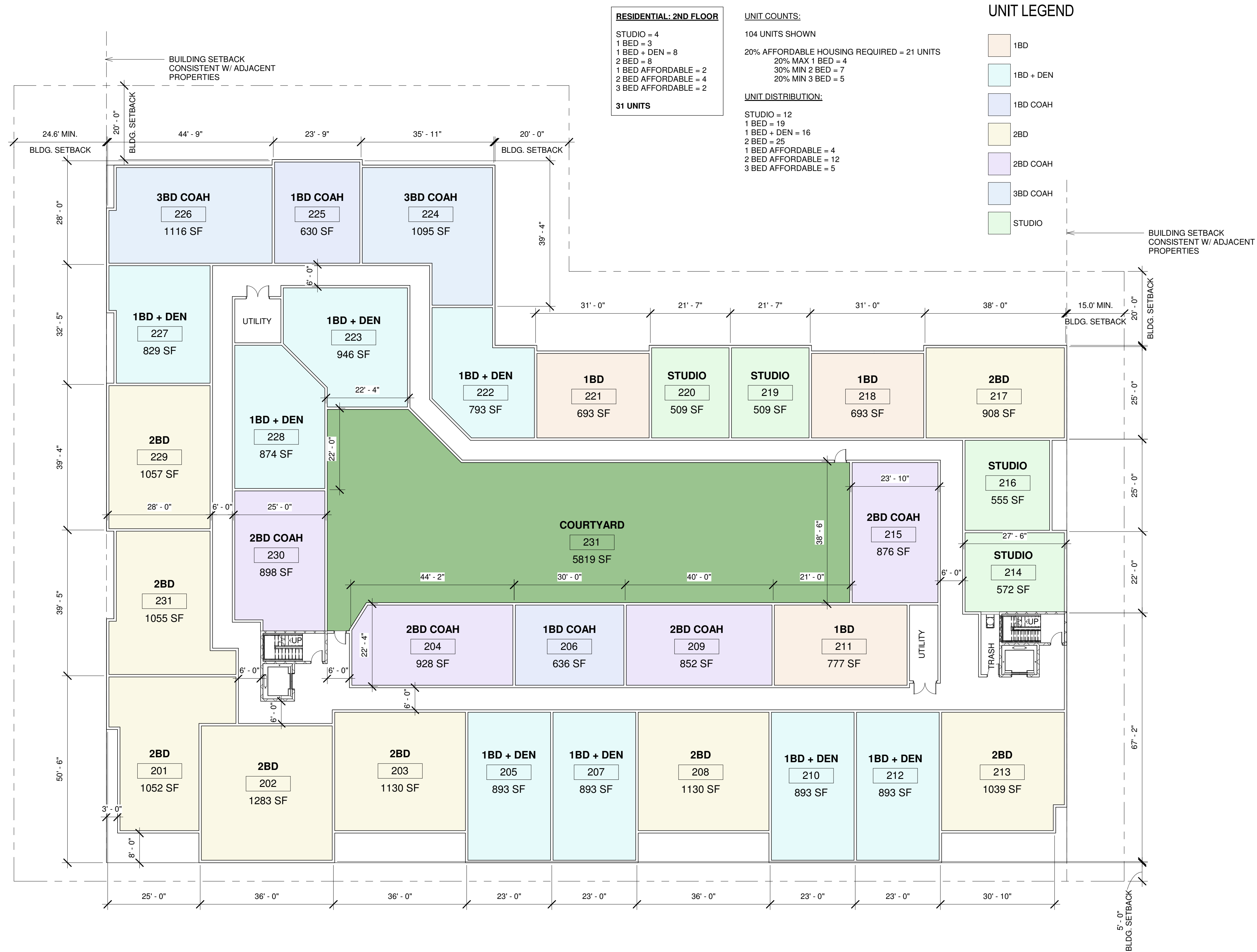




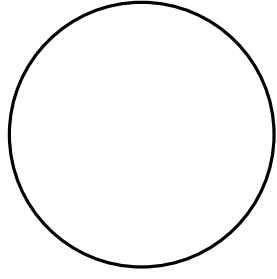
1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

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A-2



2ND FLOOR PLAN
1/16" = 1'-0"



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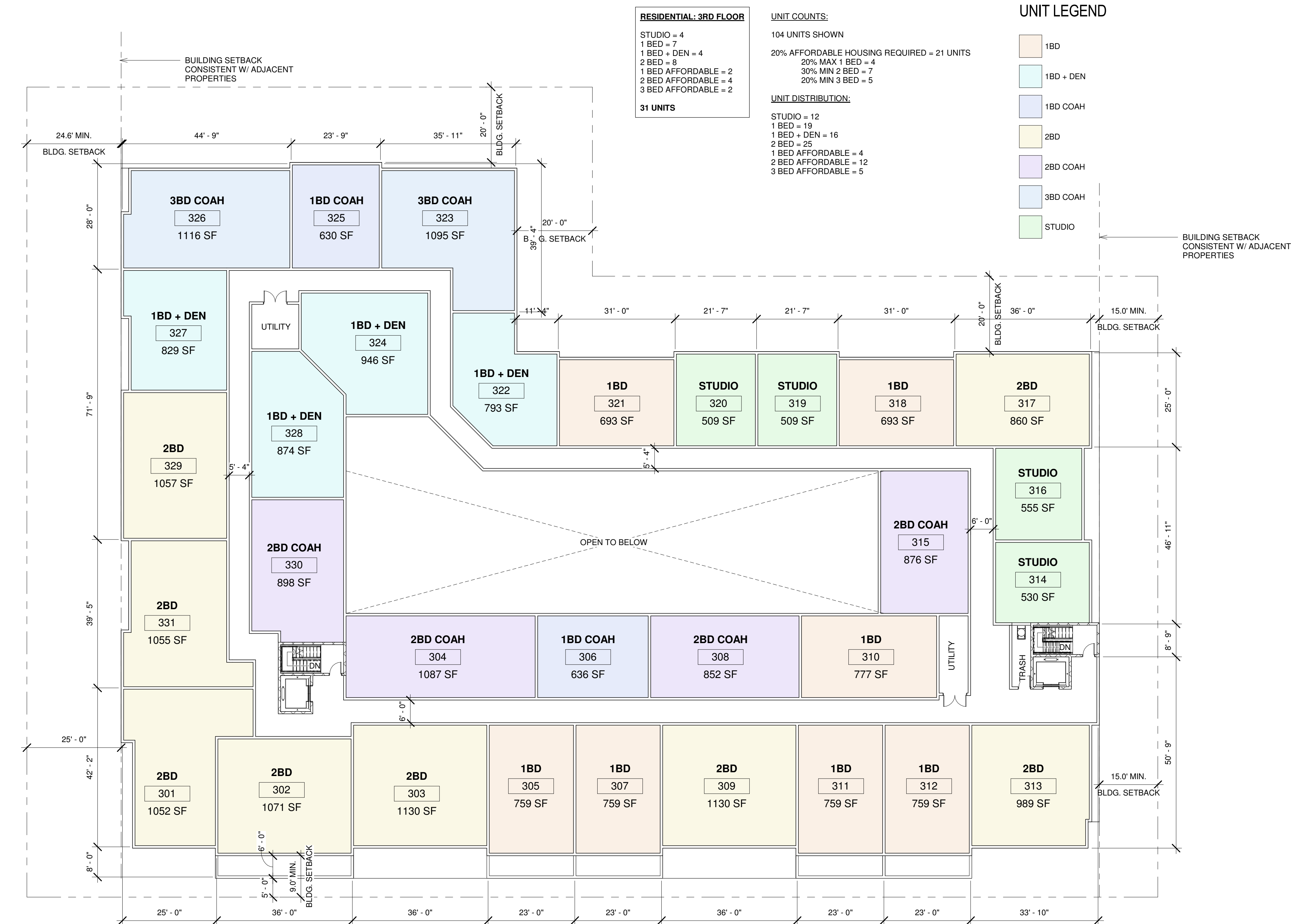
1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

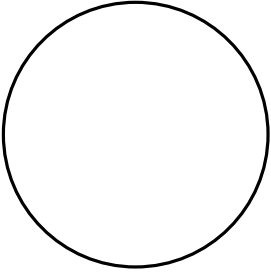
[illegible]SCHEMATIC PLANS -
3RD FLOOR

A-3

DRAWN BY: Author
CHECKED BY: DMC



① 3RD FLOOR PLAN
1/16" = 1'-0"



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1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

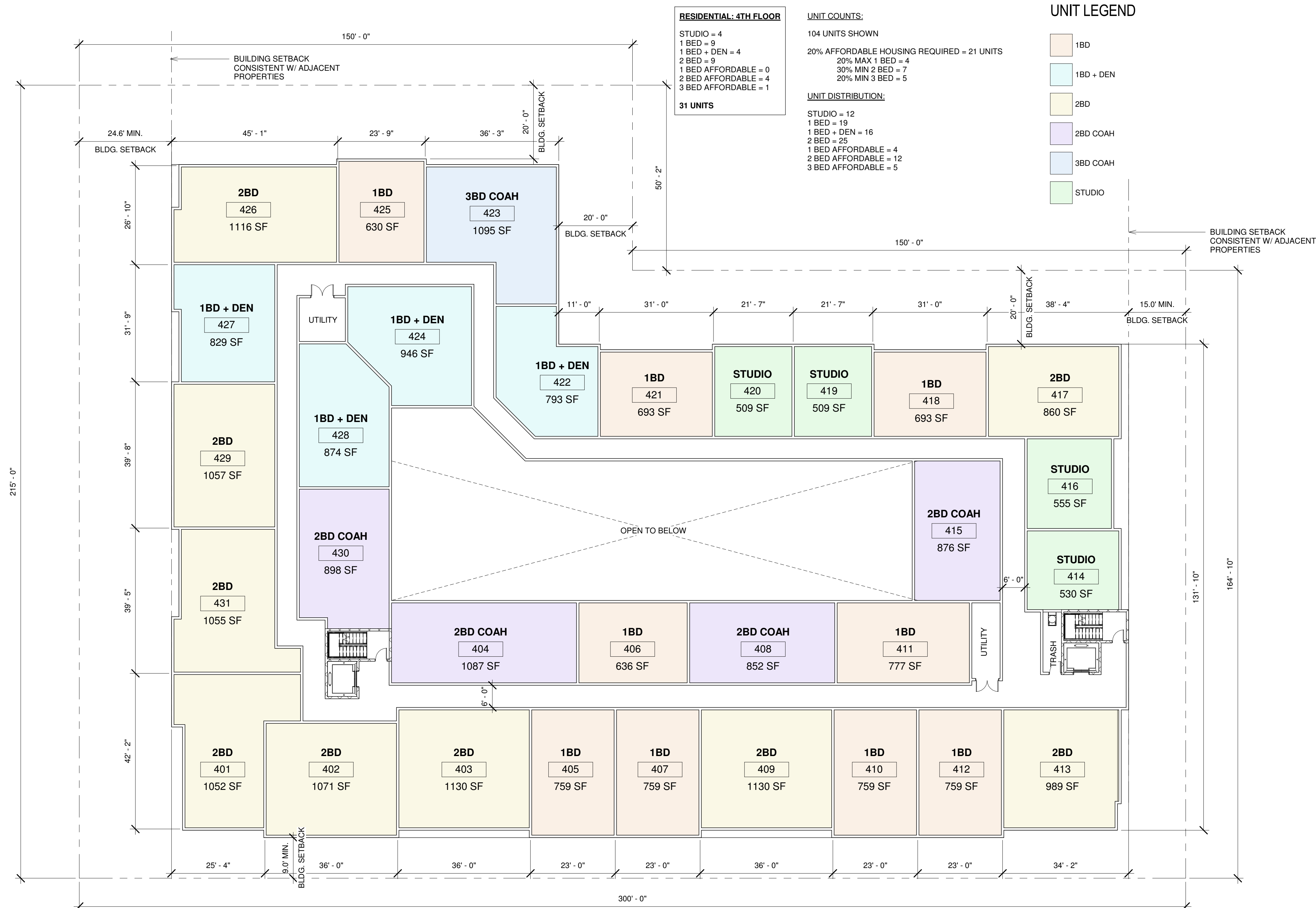
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BLOCK: 401, LOTS: 10,11,12,13

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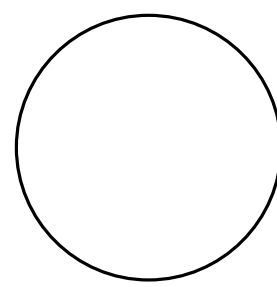
SCHEMATIC PLANS -
4TH FLOOR

A-4

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① 4TH FLOOR PLAN
1/16" = 1'-0"



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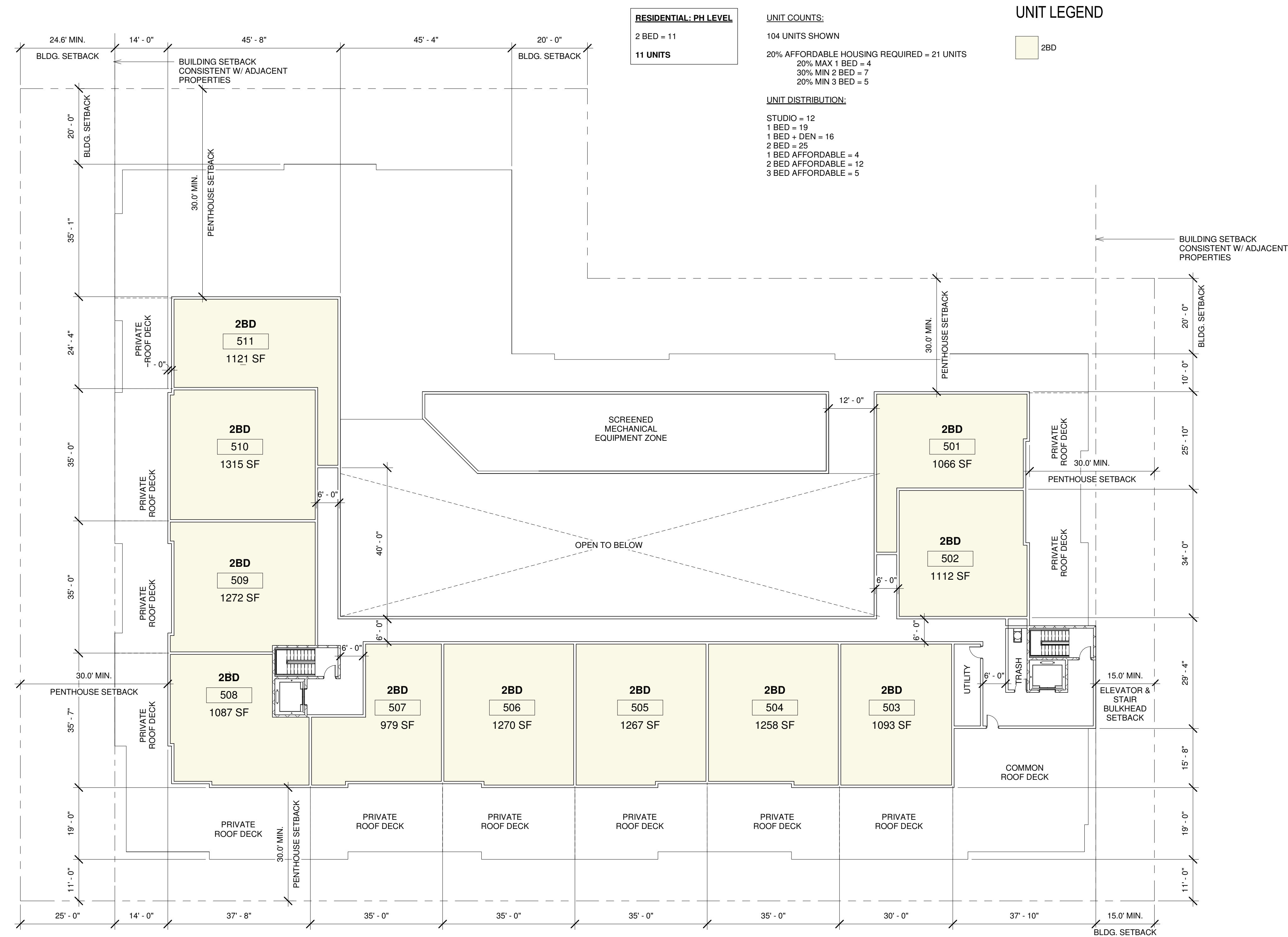
1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

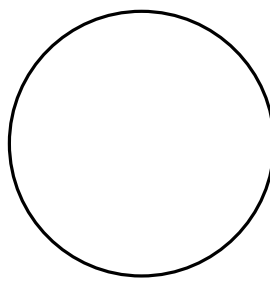
[illegible]SCHEMATIC PLANS -
PENTHOUSE LEVEL

A-5

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1 PENTHOUSE FLOOR PLAN
1/16" = 1'-0"



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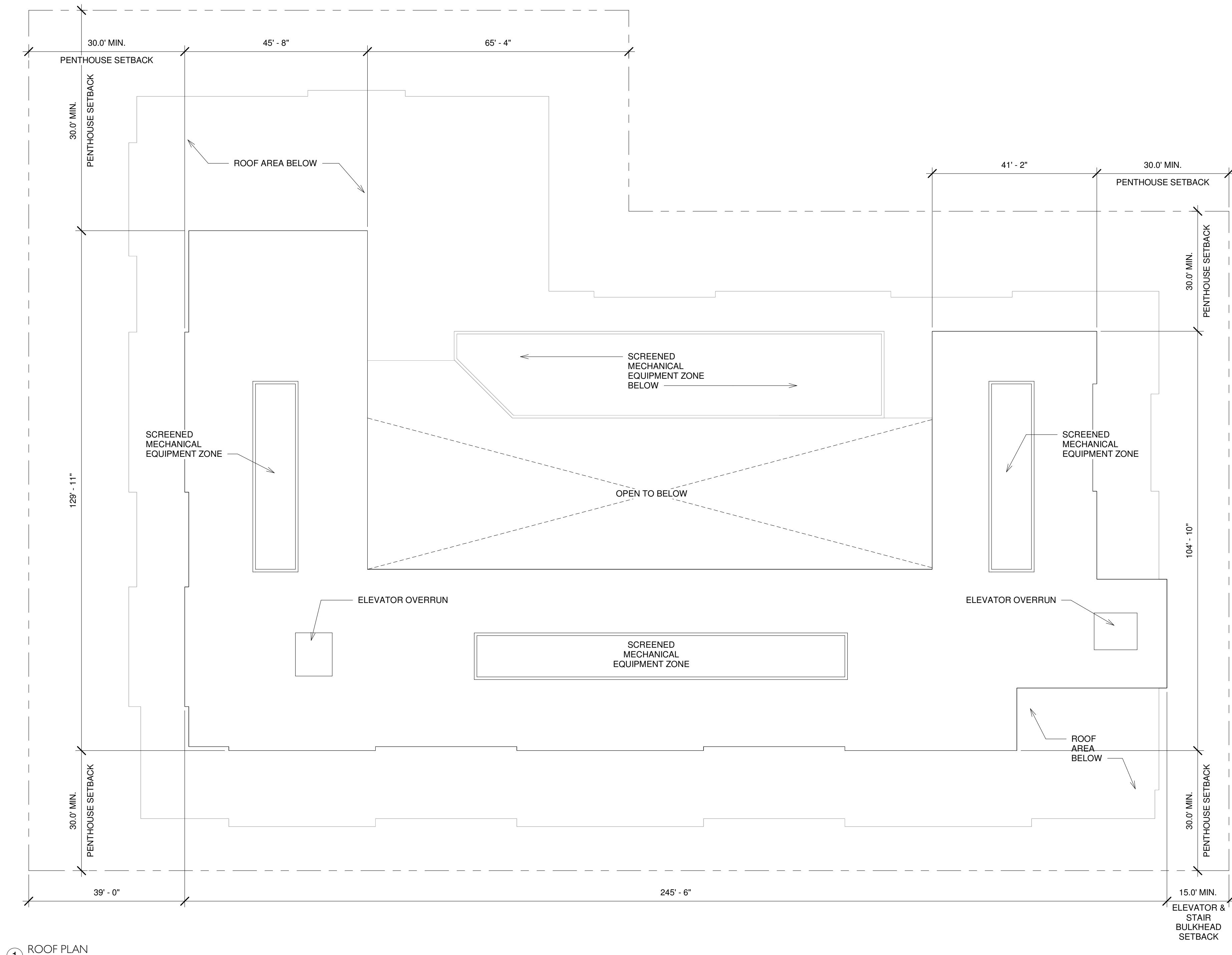
1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]SCHEMATIC PLANS -
ROOF LEVEL

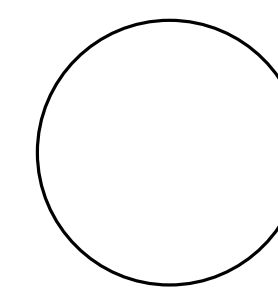
A-6

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1 ROOF PLAN
1/16" = 1'-0"

APPENDIX B: CONCEPT BUILDING RENDERINGS



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1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

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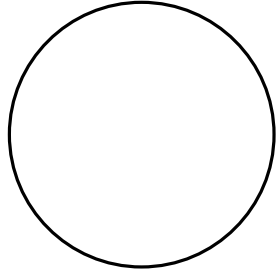
RENDERING

R-1

DRAWN BY: Author
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NJ License #21A01738000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10, 11, 12, 13

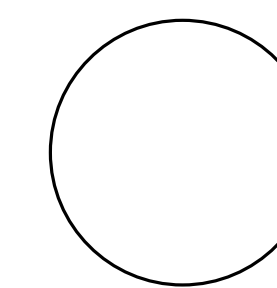
REVISIONS / ISSUES

No.	Description	Date

RENDERING

R-2

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CHECKED BY: DMC



DANIEL M. CONDATORE,
N.J. License #21A0179800

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

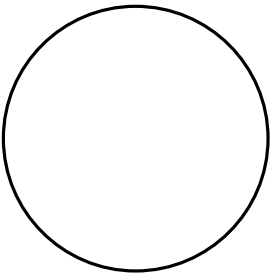
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ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10, 11, 12, 13

[illegible]

RENDERING

R-3

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CHECKED BY: DMC



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NJ License #21A01736000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10, 11, 12, 13

REVISIONS / ISSUES

No.	Description	Date

RENDERING

R-4

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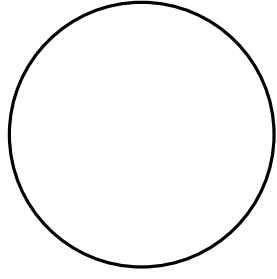
DANIEL M. CONDATORE, RA
NJ License #21A01798000

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

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R-5

DRAWN BY: Author
CHECKED BY: DMC



DANIEL M. CONDATORE, RA
NJ License #21AJ01798000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

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RENDERING

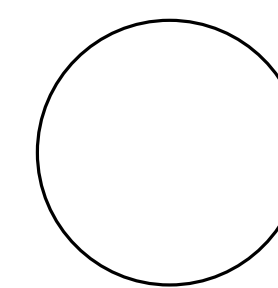
R-6

DRAWN BY: Author
CHECKED BY: DMC



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NJ License #21A101798000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]

RENDERING

R-7

DRAWN BY: Author
CHECKED BY: DMC



Redevelopment Plan for

1001 FIRST AVENUE
CITY OF ASBURY PARK
MONMOUTH COUNTY
BLOCK: 401, LOTS: 10, 11,12, and 13

Date of Adoption: March 14, 2018

March 14, 2018

**Municipal Council**

Mayor John Moor
Deputy Mayor Amy Quinn
Councilwoman Eileen Chapman
Councilwoman Yvonne Clayton
Councilman Jesse Kendell

Planning Board

Herb Fehrenbach, Chairperson
Sara Anne Towery, Vice chairperson
Yvonne Clayton
Jim Henry
Barbara Krzak
Rick Lambert
John Moor
Anthony Perillo
Trudy Syphax
Alexis Taylor

Michael Capabianco, City Manager

Michele Alonso, PP, AICP, Director of Planning and Redevelopment

March 14, 2018

1. Introduction

1001 First Avenue, Block 401, Lots 10, 11, 12, and 13 (the “First Avenue Property” or the “Site” or the “Redevelopment Area”) located in the City of Asbury Park has been a vacant lot for more than 20 years . The Site is the former home to Finks Plastics. It is also a contaminated site per New Jersey Department of Environmental Protection.

Not only is there a desire to redevelop the Site to take away a blight from the neighborhood, but it also has the ability to add affordable housing to the City.

2. REHABILITATION DESIGNATION, CRITERIA & PURPOSE

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

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

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

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properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

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

2. REDEVELOPMENT PLAN OBJECTIVES AND RELATIONSHIP TO LOCAL OBJECTIVES

This Redevelopment Plan provides for the redevelopment of an underutilized parcel within the Redevelopment Area. It is envisioned that the redevelopment of the First Avenue Property will complement the existing neighborhood with respect to both the physical character of the redevelopment project and the uses to take place therein. The objectives of the Redevelopment Plan are as follows:

- Effectuate the redevelopment of an underutilized parcel of land that has been vacant for at least ten years and as such is detrimental to the public health, safety, and welfare;
- Transition the use of a property within the Redevelopment Area from a parcel that is vacant with respect to use to a parcel that enhances the City's tax base.
- Maximize the Redevelopment Area's proximity to Main Street to encourage local business patronage.
- Enhance community appearance and the visual environment by providing standards for good design within the Redevelopment Area;
- Ensure that any redevelopment project(s) within the Redevelopment Area provide adequate facilities including parking and resident amenities typical of high quality residential developments; and
- Provide for the redevelopment of the Redevelopment Area in a manner consistent with the Asbury Park Master Plan, Monmouth County Planning documents, and the State of New Jersey Development and Redevelopment Plan.

3. Duration of Development Plan

March 14, 2018

This Redevelopment Plan shall be in full force and effective for a period of thirty (30) years from the date of approval of this Plan by the City Council.

4. Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the City Council of Asbury Park may amend, revise or modify this Plan, as circumstances make such changes appropriate.

An escrow deposit of \$3,000, which shall be used by the City to pay all professional costs associated with any amendments or modifications to the Plan, shall be required with a written request addressed to the city manager to revise the Plan. If the amendment request originates with the City's development offices, the fee and costs shall be waived. A request for an amendment does not guarantee that the Municipal staff, City Council or Planning Board will endorse the requested change to the plan.

5. Adverse Influence

No use or re-use shall be permitted, which when conducted under proper and adequate conditions and safeguards will provide corrosive, toxic or noxious fumes, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibrations or other objectionable features so as to be detrimental to the public health safety or general welfare.

6. Property to be Acquired

There is no property to be acquired within this Redevelopment Area

7. Affordable Housing Units

No affordable housing units are identified to be removed as part of the implementation of this Redevelopment Plan. Any affordable housing obligation incurred by a redeveloper shall be addressed through a Redeveloper Agreement.

8. Conveyance of Land

The Governing Body of the City of Asbury Park may sell, lease or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls, and requirements of this Redevelopment Plan, all or any portion of the land within the Area, which becomes available for disposal by the municipality.

March 14, 2018

March 14, 2018

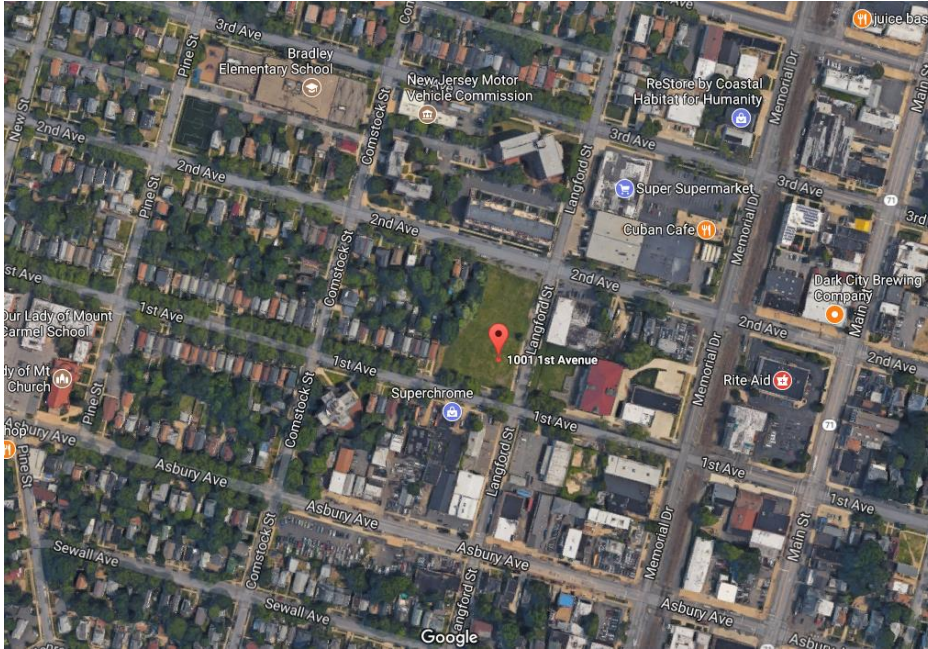
9. AGREEMENTS WITH REDEVELOPERS

Any and all redevelopers who wish to develop to the provisions of this plan shall enter into a redevelopment agreement with the governing body. The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the City Council fixes as reasonable.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the City.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the City Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the City Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.

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10. Area Map



The redevelopment area is located on 2nd Avenue, 3rd Avenue and Langford Street in the Northwest section of the City of Asbury Park. It is adjacent to the LI- Industrial District and the R-1 Residential District.

March 14, 2018

SHEET 3

SECOND AVE

SHEET 17

SHEET 27

SHEET 16

SHEET 26

CONSTOCK ST

FIRST AVE

LAWFORD ST

MCKINSTRAL ST

ASBURY AVE

SHEET 5

TAX MAP
CITY OF ASBURY PARK

CHARLES A. ATKINSON

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MARCH 15, 2012 SIGNED
BY SUE DAMBON, CTA AND
ASSIGNED SERIAL NUMBER 385

REVISIONS

DATE	BY	DESCRIPTION	BOOK	PAGE

* THIS SHEET HAS BEEN DRAWN USING COMPUTED ALIGNED DIMENSIONS
(DETAILED DIMENSIONS AND COORDINATE DATA) (2000)

The redevelopment area shall encompass only Block: 401, lots: 10,11,12, and13. This redevelopment plan is an overlay plan. This redevelopment plan only governs this parcel if the property owner and/or applicant shall develop a project that meets all the plan requirements without a variance or deviation. In addition, the applicant/owner must enter into a redeveloper's agreement with the municipal council. All other improvements proposed for the parcel shall following Chapter 30 –Zoning of the Asbury Park Zoning Ordinance.

Packet Pg. 308

13. Land Use Requirements

Permitted Principal Uses:

Ground floor:

Retail
 Restaurant
 Service
 Office
 Residential - not to exceed 30% of ground floor area

Second to Fifth Floor:

Residential -Maximum number of residential units: 80

Permitted Accessory Uses:

Parking
 Recreation/Open Space
 Dog run
 Pool
 Outdoor storage shed
 Outdoor Dining
 Other uses incidental and customarily associated with the principal uses

Bulk requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: 65 dwelling units per acre

FRONT YARD SETBACK:

Ground Floor and Second floor:

Minimum: 0 feet

Maximum: 5 feet

Maximum setback if there is a restaurant on the ground floor; 10 feet

Third to Fourth Floors (from property line):

Minimum: 9 feet

Fifth Floor:

Minimum: 30 feet

Rear Yard Setback: 20 feet (applies to all interior lot lines)

March 14, 2018

Maximum Height:

55 feet, 5 stories excluding penthouse mechanicals and elevator and stair bulkheads.

Minimum Floor to Ceiling Height

GROUND FLOOR: 12FT

3-5th floors: 9.5FT

Maximum building coverage	65%
Maximum lot coverage	80%

MINIMUM RECREATION AREA/OPEN SPACE: 1,500 SF (may include roof top areas)

Parking requirements:

Minimum number of parking spaces:

Up to 10,000 square feet of commercial space:	0 spaces
Over 10,000 total square feet of commercial space	1 space for every 3,000 square feet over 10,000 SF
Residential:	1.2 spaces per unit

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco (ie EIFS, STO) and vinyl siding are prohibited. Cement stucco can only be used for accents and cannot be more than 10% of the façade. All facades that are visible to any public R-O-W shall be of primary materials.

Ground floor commercial uses shall have a minimum 70% glass. Glass shall be transparent. Blank walls on the primary facades shall be discouraged.

Parking garages that front a street shall be enclosed and compliment the primary façade and retail store fronts. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, but cannot occupy more than 30% of a primary facade.

Lighting Requirements

March 14, 2018

All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property.

Parking lots shall be illuminated with an average of no less than two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.

Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.

Lighting shall be provided by fixtures with a mounting height not more than 20 feet or the height of the building, whichever is less, measured from the ground level to the center line of the light source, in parking lot areas and twelve (12) feet illuminating pedestrian walkways and residential areas outside of parking lots.

Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum footcandles and average foot-candles shall be no greater than 20 to 1. 7.

In general, fixtures for general parking lot illumination shall be downcast luminaires, however, other fixture styles will be considered as part of the overall design of the redevelopment if the fixture does not produce glare.

Landscaping Requirements:

Landscaping plans shall be prepared by a licensed Landscape Architect. All open space shall be landscaped with a mix of shrubs, trees, groundcover and natural grasses.

Sustainability Requirements:

1. All buildings or principal structures to be developed within the area shall demonstrate 20% improvement in energy efficiency of the building envelope, with respect to duct work insulation for mechanical systems, over ASHRAE 90.1 2007 or the most recently adopted energy standards by NJ Department of Energy.
2. All new construction shall utilize only Energy Star rated appliances or better.
3. Sustainable roof top: may be Green roof, Blue roof, Solar panel roof, or a combination of at least 50% either Green, or Solar, with White/Cool roof remainder

March 14, 2018

4. Reservation of 5% total units or four (4) parking spaces for the hourly rental of cars (such as Zip Cars, Hertz on Demand, or comparable service).
5. A maximum of two (2) electric car charging stations.
6. Energy Star rating of 75 or higher for entire building
7. Use of rain gardens and/or swales in surface landscaping design and stormwater retention plan.

14. Affordability Requirement

A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. There shall be a mix of low and moderate units. Exact unit distributions shall be determined by municipal council and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls as determined by the Council on Affordable Housing (COAH) in order to be counted toward any municipal affordability requirement.

15. RELATIONSHIP TO LOCAL OBJECTIVES & MUNICIPAL DEVELOPMENT REGULATIONS

The Local Redevelopment and Housing Law requires that a Redevelopment Plan show any significant relationship to the master plans of contiguous municipalities, the county master plan, and the State Development and Redevelopment Plan.

Compliance with Municipal Master Plan

The Standards outlined within this Plan are consistent with the adopted Master Plan of the City of Asbury Park. A Master Plan Reexamination Report for was adopted by the Asbury Park Planning Board on December 11, 2017. This redevelopment plan is consistent with the Planning Goals of the Master Plan Reexamination Report as found in Section 5.0 Visions and Recommendations, specifically:

5.1.2.2 – Provide for a variety of housing types for all income levels throughout the City. This redevelopment plan will not result in the removal of any affordable housing units. Further, the redevelopment plan requires that at least 20% of the units to be constructed shall be affordable and that there shall be a mix of low and moderate income units.

5.1.2.4 – Redevelop and/or revitalize the Waterfront Redevelopment Area, Central Business District, Springwood Avenue other redevelopment areas, along with scattered site redevelopment areas throughout the City. This redevelopment

March 14, 2018

plan addresses a scattered site redevelopment area that was formerly an industrial facility and is now a vacant underutilized site negatively affecting the surrounding residential neighborhood.

5.1.2.17 – Promote sustainability that reinforces and advances the City’s character and reduces the environmental footprint of existing and future development and redevelopment. This redevelopment plan requires compliance with sustainability standards as outline in the Land Use section of this redevelopment Plan.

This redevelopment plan is also consistent with various Land Use Objectives of the Master Plan Reexamination Report.

5.2.1.8 – Continue to encourage new retail commercial and mixed-use development consistent with the City’s redevelopment plans. This redevelopment plan provides for mixed use development, including ground floor retain and other commercial uses as well as a mix of residential dwelling units.

5.2.1.10 – Continue to work with developers to implement redevelopment plans. This redevelopment plan requires that all developers enter into a redevelopment agreement with the governing body.

Compliance with Monmouth County Master Plan

The Standards outlined within this Plan are consistent with the Monmouth County Master Plan. Asbury Park is identified on Figure 2.14 as a Priority Growth Investment Area and as being eligible for Transit Oriented Development initiatives. The subject site is within ½ mile of the Asbury Park Train Station and James Howard Transportation Center. Asbury Park is also identified on Figure 2.15 as an Urban and Regional Center. These areas are described as being highly developed, walkable neighborhoods and communities with multi-modal transportation options, public services and amenities, and a range of housing stock including higher density residential uses such as apartments and high rises. As such, this redevelopment plan, which promotes mixed-use development with higher density residential apartments, is consistent with this designation.

This Redevelopment Plan is also consistent with the New Jersey State Development and Redevelopment Plan. Asbury Park is a Tier 1 Urban Center. The State Development and Redevelopment Plan encourages development in Tier 1 areas. Further the redevelopment of sites in close proximity to mass transit is consistent with New Jersey’s Transit Oriented Development policies and redevelopment of properties in close proximity to mass transit is also consistent with the principals of “Smart Growth”. As previously mentioned, the subject property is approximately ½ mile from the Asbury Park Train Station and the James Howard Transportation Center.

Relationship to Plans of Adjacent Municipalities

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The City of Asbury Park is bordered by Neptune Township, Ocean Township, Interlaken Borough, Allenhurst Borough and Loch Arbour Village. The Plan area's development is not inconsistent with the Master Plans of the adjacent municipalities.

New Jersey State Development and Redevelopment Plan

The State Plan Development and Redevelopment Plan (SDRP) was prepared and adopted by the State Planning Commission according to the requirements of the State Planning Act of 1985 to serve as an instrument of state policy to guide state agencies and local government in the exercise of governmental powers regarding planning, infrastructure investment and other public actions and initiatives that affect and support economic growth and development in the state. The SDRP is not itself a regulation but a statement of State policy that has been adopted by the State Planning Commission to guide State, regional and local agencies in the exercise of their statutory authority. The entirety of the City of Asbury Park and the Main Street Redevelopment Area is located in the Metropolitan Planning Area (PA1), as per the State Plan Policy Map found in the SDRP. In addition, the City of Asbury Park has been designated an "Urban Center" by the State Planning Commission. This redevelopment plan seeks consistency with the goals and objectives found in the SDRP through its land use, housing, transportation, and design requirements and recommendations. This redevelopment plan aims to achieve the eight overall goals of the SDRP which are:

- Revitalize the State's Cities and Towns,
- Conserve the State's Natural Resources and Systems,
- Promote Beneficial Economic Growth, Development and Renewal for All Residents of New Jersey,
- Protect the Environment, Prevent and Clean Up Pollution,
- Provide Adequate Public Facilities and Services at a Reasonable Cost,
- Provide Adequate Housing at a Reasonable Cost,
- Preserve and Enhance Areas with Historic, Cultural, Scenic, Open Space and Recreational Value, and Ensure Sound and Integrated Planning and Implementation Statewide.

For areas located in the Metropolitan Planning Area (PA1), the State Plan's intention is to:

- Provide for much of the state's future redevelopment;
- Revitalize cities and towns;
- Promote growth in compact forms;
- Stabilize older suburbs;
- Redesign areas of sprawl; and
- Protect the character of existing stable communities.

In order to support the intent of the Metropolitan Planning Area, development and redevelopment activities need to be consistent with the traditional urban fabric—intensities sufficient to support transit, a range of uses broad enough to encourage activity beyond the

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traditional workday, efficient use of infrastructure, and physical design features that enhance public safety, encourage pedestrian activity and reduce dependency on the automobile.

This Plan is consistent with these principles and they are applied herein.

Asbury Park as a Designated Urban Center

The City, through its successful petition for Plan Endorsement, was designated as an Urban Center by the State Planning Commission in May of 2005. As part of its Petition for Plan Endorsement to the State Planning Commission, the City was required to prepare a Statement of Community Vision and Public Participation. The Plan is consistent with the designation because it proposes higher density in an urban area.

16. Urban Enterprise Zone

1001 First Avenue is in the Urban Enterprise Zone (UEZ). The UEZ Program is a state wide program for select urban communities with the goal to foster an economic climate that revitalizes and stimulates their growth by encouraging businesses to develop and create private sector jobs through public and private investment. Benefits to participating businesses at the time of adoption of this plan include a reduced sales tax of 3.5%; tax free purchases on certain items such as capital equipment, facility expansions, and upgrades; financial assistance from agencies such as NJEDA; subsidized unemployment insurance costs for employees who earn less than \$4,500 per quarter; energy sales tax exemption for qualified manufacturing firms with at least 250 employees, 50% of whom are working in manufacturing; and tax credit options. Tax credit options are that owners may elect either up to \$1,500 for new permanent full-time employees hired or up to 8% Corporate Business Tax credit on qualified investments.

The incentives of the Urban Enterprise Zone are redevelopment tools for the redevelopment area, programs and incentives offered through the Plan.

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**Asbury Park UEZ
Area Boundaries
Draft 1
June 8, 2007**

Notes

Data based on
City of Asbury Park
Tax Parcel Data,
c. 2001 Tax Maps
(approx. date).

Map prepared by
Townworks LLC,
for City of Asbury Park
Dept. of Economic Development
June 2007

Legend

- UEZ properties, draft 1
- Railroad
- Lakes & Ocean
- Roads
- Asbury Park boundary



Minutes
Meeting of the Municipal Council
Wednesday, February 12, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-95 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Absent	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
John Hayes	Acting City Manager	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 6:03 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

1. Presentation of Redevelopment of Block 4201, Lots 2, 6, and 7 (201 6th Avenue, 1509 and 1511 Kingsley Street) by Asbury Park Apartments and Resort, LLC

Matters from City Council

Council member Ahbez-Anderson stated, Good Evening everyone, happy to see you. Friday is Valentines Day make sure you have a happy one and make sure if someone does not bring you some sweets or flowers buy one for yourself. Love yourself. Thank you.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

City Attorney (Substitute), Scott Kenneally had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Clayton and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor.

The following members of the public spoke: Susan Mikaitis made a comment asking the City Council to support pending state legislation; Kylie Mandeville made a comment about Asbury Park's status as a sanctuary city; Gabriella Cucinotta, Frank Cucinotta, Roger Mumford, Gloria Perretti, Ben Hall, Timothy B. Middleton, William Farkas, Denise Nadel, Cathy Hurwitz, Michelle Molokie, Lauren Nadel, and Mary Vilenko made a comment about the presentation of proposed redevelopment at Block 4201, Lots 2,6, and 7 (201 6th Avenue, 1509 and 1511 Kingsley Street); Polli Schildge made a comment about the Vision Zero Policy; Tom Pivinski made a comment about the Environmental Shade Tree Commission and the presentation of proposed redevelopment at Block 4201, Lots 2,6, and 7 (201 6th Avenue, 1509 and 1511 Kingsley Street).

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

MINUTES

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

1. Municipal Council- Executive Meeting January 29, 2025 4:00 PM
2. Municipal Council - Regular Meeting - Jan 29, 2025 6:00 PM

INDIVIDUAL RESOLUTIONS

2025-97 Resolution Approving Payment of Bills

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

2025-96 Special Event Applications

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

2025-98 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2024 Budget

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

2025-99 Resolution Amending Temporary Budget Appropriations for 2025 Budget

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

2025-78 Resolution Ratifying the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey Union Contract

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

2025-100 Resolution Authorizing the Purchase of a Thickener Transfer Pump Needed at the Wastewater Treatment Plant

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

2025-101 Resolution Authorizing the Annual Renewal of Adobe

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

2025-102 Resolution Authorizing an Annual Boiler Service Agreement with Superior Central Boiler

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

2025-103 Resolution Authorizing an Agreement with Mazza Recycling for the Processing and Disposition of Recyclable Materials

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

2025-104 Resolution Authorizing Agreement with JCPL

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

2025-105 Resolution Authorizing a Professional Services Contract for State Police Accreditation Maintenance

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

2025-106 Resolution of The Mayor And City Council of The City of Asbury Park Determining That The Development of Affordable Housing For The Project Known As The Marmora Family Community And Education Center Will Address An Existing Housing Need In The City of Asbury Park For Home Program Financing (Block 802, Lots 1-3; 5) 1200-1210 Springwood Avenue and 39 and 43 Atkins Avenue

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

2025-107 Resolution Appointing Municipal Housing Liaison

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

2025-108 Resolution Establishing And Adopting Vision Zero Policy And Goal For The City Of Asbury Park

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

ORDINANCES

Introduction

2025-5 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 4, Entitled “General Licensing,” Of The Code Of The City Of Asbury Park To Amend Special Event Fees

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/26/2025 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

Second Reading/Public Hearing

2025-1 Ordinance Amending the 1201 Memorial Drive Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

RESULT:	TABLED [UNANIMOUS]
	Next: 2/26/2025 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2025-2 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, providing for the Special Assessment of the cost of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements on Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on the city tax map which are located within the Asbury Park Waterfront Redevelopment Area and establishing a mechanism for payment of the cost thereof

RESULT:	TABLED [UNANIMOUS]
	Next: 2/26/2025 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2025-3 Ordinance of The City of Asbury Park Authorizing The Execution of a Financial Agreement with K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on The City Tax Map within The Asbury Park Waterfront Redevelopment Area and Granting A Tax Exemption

RESULT:	TABLED [UNANIMOUS]
	Next: 2/26/2025 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2025-4 Ordinance Amending the Redevelopment Plan for 1001 First Avenue City of Asbury Park, Monmouth County, Block: 401, Lots: 10, 11,12, and 13

RESULT:	TABLED [UNANIMOUS]
	Next: 2/26/2025 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

ADJOURNMENT

The meeting was adjourned at 7:30 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Mayor Moor. Meeting adjourned at 7:30 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk