



Agenda
Meeting of the Municipal Council
Wednesday, February 24, 2021
REGULAR MEETING 6:00 PM

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

2021-119 Resolution Authorizing a meeting which excludes the public

A. Litigation

1. NJIFF Litigation Update by Eric Nemeth, Esquire

B. Contract Negotiations

1. 607 Mattison Avenue and 704-720 Cookman Ave and 574 Cookman Avenue

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2020, 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. Rent Control Sub Committee Report
2. A Presentation by Sackman Enterprises for development projects at 607 Mattison Avenue, 704-720 Mattison Avenue, and 574 Cookman Avenue with a request to amend the Central Business District Redevelopment Plan

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting Feb. 10, 4:00 PM
- Municipal Council - Regular Meeting - Feb 10, 2021 6:00 PM

C. Individual Resolutions

2021-120 Resolution Approving Payment of Bills

2021-121 Resolution Awarding Bid for Traffic Control Signage

2021-122 Resolution Authorizing Purchase of a Salt Spreader for a DPW Pick-Up Truck

2021-123 A Resolution of The Mayor and Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To AP Block 4001 Venture Urban Renewal, LLC Regarding residential development on Block 4001, Lots 2-15 (Kingsley Street, Third Avenue and Fourth Avenue) and Referring The Matter To The Planning Board For Appropriate Approvals

2021-124 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 Parkview AP will Address an Existing Housing Need in the City of Asbury Park for HOME Financing (Block 803, Lots 1.01-10.01)

2021-125 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with AP Block 4001 Venture Urban Renewal, LLC for the development of property located at Block 4001, Lots 2-15 (Kingsley Street, Third Avenue and Fourth Avenue)

2021-126 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate an Electric Scooter Share Program Within the City.

2021-127 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Bikeshare Program Within the City.

2021-128 Resolution Adopting the Monmouth County Multi-Jurisdictional Hazard Mitigation Plan

2021-129 Resolution Approving Special Event Applications

2021-130 Resolution Extending the Time Period for The “Equity Committee” To Complete Its Work.

2021-131 Resolution Establishing Regulations for the 2021 Beach Season

D. Ordinances

1. Introduction

2021-5 An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled “Rent Leveling Regulations.”

2021-6 An Ordinance Amending and Supplementing Section 4-10, Entitled “Permits for Special Events,” Of Chapter IV, “General Licensing,” of “The Code of The City of Asbury Park.”

2021-7 An Ordinance Amending and Supplementing Chapter IV, Entitled “General Licensing,” Of “The Code of The City of Asbury Park,” In Order to Establish A New Section Thereof To Be Known as Section 4-27, Entitled “Film and Photography Permits.

2. Second Reading/Public Hearing

2021-2 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Providing for The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 3801, Lots 1.01, 1.03, And 1.05 Within the Asbury Park Waterfront Redevelopment Area and Establishing A Mechanism for Payment of The Cost Thereof

2021-3 An Ordinance of The City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC and Granting A Tax Exemption

2021-4 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1201 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

E. Adjournment

**RESOLUTION NO. 2021-119****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 24, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Litigation:

NJIFF Litigation Update by Eric Nemeth, Esquire.

B. Contract Negotiations:

Contract Negotiation for 607 Mattison Avenue, 704-720 Cookman Avenue and 574 Cookman Avenue.

C. Attorney Client Privilege:

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

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 10, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-103 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

1. Call to Order/Roll Call

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

City Clerk Melody Hartsgrove called the meeting to order at 6:13 PM.

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

ITEMS TO BE PRESENTED:

1. Micromobility Update
Deputy City Manager, Michael Manzella provided Micromobility updates to Mayor and Council.

2. Presentation by Michele Alonso, Director of Planning and Redevelopment of a Community Energy Aggregation Program that Creates an Option for 100% Regionally Sourced Renewables.

Director of Planning and Redevelopment, Michele Alonso presented a Community Energy Aggregation Program that Creates an Option for 100% Regionally Sourced Renewables to the Mayor and Council.

3. Presentation by Michele Alonso, Director of Planning and Redevelopment on the Keep America Beautiful Program

Director of Planning and Redevelopment, Michele Alonso presented a Keep America Beautiful Program to the Mayor and Council.

Matters from City Council

Council member Chapman stated, I would like to remind our residents that City Hall will be closed on Friday the 12th and Monday the 15th for Presidents day. The Public Library will be closed on Saturday the 13th and Monday the 15th. I also just want to remind people that the city has free masks for Asbury Park residents. They can be picked up at City Hall from 9:00AM to 5:00PM, though not on these days when we are closed. Mask up and be safe!

Council member Clayton stated, the city is currently hiring special law enforcement officers number 1. The deadline for the application is March 1st. The requirements are that you must be over 18, have a high school diploma or its equivalency. You can apply at the city's website at www.cityofasburypark.com/appdjobs or you can call Joel Fiori at 732-775-6548.

Council member Kendle stated, I'd like to send my condolences out to the Smith family. Tyrone Smith has worked for the fire department and school system for many years, he was a basketball coach at the high school. He loved the kids and spent a lot of time with different organizations around the city trying to help them out. So, I would just like to send my condolences to the Smith family.

Deputy Mayor Quinn stated, Jersey City and Hoboken have precluded these food delivery apps from going to 30% tip that goes directly to the food delivery app. Jersey City and Hoboken implemented something where they only allow in their towns up to 15%. I'm wondering if we could take a peek at that because I know from numerous restaurants that the delivery apps are killing them fee wise. The business committee is currently going through ideas to help our business community in spring and summer and if people have some suggestions, they could feel free to email me and I can get it to our chairs, Kathy Kelly and Bianca. Or they can email the city and it will get to our chairs and the committee will look at any kind of ideas people have in trying to support businesses through the spring and summer. Big kudos to the Environmental Shade Tree Commission who are receiving the State Governor's Jefferson Award. Kudos to Tom Pivinski and the entire commission and all that they do in Asbury Park. That is a prestigious and amazing award I am very proud of the Environmental Shade Tree Commission and all of the volunteers who may not be on the commission but who make that commission work. Thank you to Tom and the volunteers and the Environmental Shade Tree Commission. Last but not least I want to thank our city staff. Doug, Sarah, Su and Jasmin who I know for a fact are tirelessly working on helping people register to get vaccines. I can't tell you how many people call me and need help and I refer them to one of those people and the people immediately call me back and

let me know they've already gotten a call from our Social Services Department assisting them with the registration for vaccines. Big thank you to the Social Services Department and all of the work that they are doing to try to get all of the residents in Asbury qualified for the vaccine.

We have a hired a staff member, we have a 24-hour line, if you don't get one of those four people that I mentioned, somebody will call you back. If you have bad internet connection, no internet connection, or you can't figure out how to upload your document they are helping people with all of that. If they can get these people appointments, they are doing that as well. This has been an extremely frustrating experience with the vaccine. These 4 people under the leadership of Donna and Mike and this council, have just really prioritized getting registrations and vaccines as best as they possibly can, under the circumstances, to the people of Asbury Park.

Council member Clayton stated, I just want to add the phone number to call locally. Our Social Services Department for COVID assistance is 732-775-0960.

Mayor Moor stated, about the Smith family, I've known Tyrone forever. Condolences, he was a great person taken way too young. Two quick things, back in mid-January the city did a great survey of how many streetlights were out throughout the city. We got in touch with our JCP&L representative, Frank Luna and there were 105 lights out. Because of his hard work, and he did this work when he was on call with the National Guard, he was stationed down in D.C. after the fiasco down there. 99.9% of them have been fixed. Frank, thank you. We thank you for your duty to Asbury Park and your duty to the country. He just got off active duty, so welcome back Frank. We have a great relationship with JCP&L, I wish we had a great relationship with the other utilities as we do with JCP&L. The second thing on tonight's agenda, 2021-110, is we're giving \$100,000 to CARC, Community Affairs Resource Center through the CDBG money that we got through the federal money. We've been very frugal how we spend this money, but this \$100,000 is going to Beatriz and CARC to help people with paying their rent. This is just for Asbury Park residents. We know right now people are having problems paying rent and paying mortgages, so this is another great step forward by the CDBG committee, the city manager, and the council as far as putting the money where it's needed. Again, Donna, the committee, Cassandra, and Beatriz thank you. If anyone needs that number, you can call 732-774-3282.

Matters from City Attorney

City Attorney, Frederick Raffetto stated, I just wanted to bring to the council's attention that the resolution that refers the proposed updated Storm Water Control Ordinance to the Planning Board, it's number 2021-101, is still in the same format as that which was contained in the packages for the last council meeting where it was pulled from the agenda. It reads that we're referring the model ordinance as prepared by the DEP to the Planning Board. Actually, since our last council meeting the city has revise the proposed ordinance to make it more stringent than the model, which is permitted. The language of that resolution just has to be tweaked slightly when you get to it on the agenda tonight. I just wanted to bring that to your attention, indicating that we're not referring the model, we're referring an ordinance that we tweaked in certain respects to make it more applicable to Asbury Park.

Matters from City Manager

City Manager, Donna Vieiro stated, staff is assisting those residents that have no internet or computer access to register on sites for the COVID vaccine. We are not scheduling the appointments because we don't have control over that, but we are helping our residents that are eligible for a vaccine to get registered on these websites. We do have people working on the weekends and also in the evenings, and we also have a voicemail that you can leave a message, and someone gets back to you very quickly.

PUBLIC PARTICIPATION

A motion was made by Council member Clayton and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment on council members, Tracy Rogers made a comment on the COVID vaccine and the rent control initiative petition, Wendi Glassman made a comment on snow removal and DPW, Felicia Simmons made a comment on the rent control initiative petition, Kathleen Mumma made a comment on the workshop presentations and asked a question regarding the storm water control resolution, Michelle Gladden made a comment on snow removal and DPW, Paul Weinstein made a comment on sidewalk snow removal, Paula Shulga made a comment on Micromobility and sidewalk snow removal, and Joe Grillo made a comment on the Asbury Park dinner table.

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

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. Municipal Council-Executive Meeting Jan.27, 4:00 PM
2. Municipal Council - Regular Meeting - Jan 27, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

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

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

2021-106 Resolution Authorizing the Disposition of Surplus Property

INDIVIDUAL RESOLUTIONS

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

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

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-107 Resolution Approving Payment of Bills

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

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-109 Resolution Amending Temporary Budget Appropriations for 2021 Budget

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

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

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

2021-111 Resolution Authorizing the Purchase of Sanitary Manholes With Community Block Grant Funding

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

2021-112 Awarding Bid for Printing Services

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

2021-113 Resolution amending the purchase of lightning equipment for the new Police Department vehicles from East Coast Emergency Lightning, Inc.

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

2021-114 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation

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

2021-115 Resolution Awarding a contract to Monmouth Telecom for Telephone and Internet Service

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

2021-116 Approval of a Grant Extension from the New Jersey Department of Transportation for the Transit Village Wayfinding and Gateway Signage Project

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

2021-117 Resolution Amending the Contract with ENGenuity Infrastructure LLC for Design of Citywide Wayfinding Signage

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

2021-118 Resolution Authorizing the Execution of An Amendment of The Subsequent Developer Agreement Between the City of Asbury Park, Asbury Partners, LLC And K Hovnanian's Cove at Asbury Park Urban Renewal, LLC Transferring the Ap Triangle Project, Located at Block 3801, Lots 1.01, 1.03, And 1.05 From Ap Triangle, LLC As Subsequent Developer to K Hovnanian, LLC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

2021-2 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Providing for The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 3801, Lots 1.01, 1.03, And 1.05 Within the Asbury Park Waterfront Redevelopment Area and Establishing A Mechanism for Payment of The Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/24/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-3 Ordinance of The City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC and Granting A Tax Exemption

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/24/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-4 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1201 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

RESULT:	INTRODUCED [4 TO 0]
	Next: 2/24/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSTAIN:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:47 PM

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

Meeting was adjourned at 7:47 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 10, 2021 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-120



RESOLUTION NO. 2021-120

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$3,112,234.42

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	\$ 934,382.16
BOARD OF EDUCATION	866,620.00
COUNTY TAXES	<u>1,311,232.26</u>
 TOTAL VOUCHERS	 \$ <u>3,112,234.42</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-120 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

February 17, 2021
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.C.1.a
Page No: 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Detail without Line Item Notes Held: N Aprv: N Rcvd: Y
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Account	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id Item Vendor									
Fund:	CURRENT								
Department:	ADMINISTRATION								
Extd:	ADMINISTRATION								
0-01-20-100-000-201	ADMINISTRATION General Plant								
21-00408	1 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	Invoice 2454 Rent Control Ord.	142.00	R	02/09/21	02/16/21		2454	
	Extd Total:	ADMINISTRATION	142.00						
	Department Total:	ADMINISTRATION	142.00						
Department:	MUNIC CLERK								
Extd:	MUNICIPAL CLERK								
0-01-20-120-000-238	MUNICIPAL CLERK Contractual								
21-00347	1 GRALLC GRANICUS, LLC	IQM2 AGENDA & MINUTES DEC.2020	706.20	R	02/04/21	02/16/21		133767	
	Extd Total:	MUNICIPAL CLERK	706.20						
	Department Total:	MUNIC CLERK	706.20						
Department:	FINANCE								
Extd:	FINANCIAL ADMINISTRATION								
0-01-20-130-000-223	FINANCE Condo Reimbursements								
21-00072	1 REUDUC3 REUSSI DUCKSAUCE3 LLC	310 7th Trash Reimb. 2020	1,599.12	R	01/15/21	02/16/21			
21-00073	1 RL4ASB RL4 ASBURY LLC	400 3rd Minot Trash Reimb 2020	1,668.60	R	01/15/21	02/16/21			
21-00074	1 REUDUC2 REUSSI DUCKSAUCE 2 LLC	319 7th Trash Reimb 2020	1,181.88	R	01/15/21	02/16/21			
21-00075	1 REUDUC REUSSI DUCKSAUCE LLC	211 First Trash Reimb 2020	1,668.60	R	01/15/21	02/16/21			
21-00076	1 RL5ASB RL5 ASBURY LLC	510 5th Trash Reimb 2020	1,599.12	R	01/15/21	02/16/21			
21-00283	1 EMPGRA EMPIRE GRAND REGENCY ASSOC.INC	2nd-4th q 2020 trash reimb.	4,727.70	R	01/28/21	02/16/21			
21-00284	1 RL3ASB RL3 ASBURY LLC	2020 2nd-4th Q Trash Reimb.	3,337.20	R	01/28/21	02/16/21			
21-00285	1 RL2ASB RL2 ASBURY LLC	2nd-4th Q 2020 Trash Reimb.	4,519.08	R	01/28/21	02/16/21			
21-00471	1 DEALL DEAL LAKE VILLAGE GARDENS	Trash Reimb. Year 2020	6,963.70	R	02/16/21	02/17/21			
21-00472	1 LAKDRI LAKE DRIVE COURT CONDO ASSOC.	4th Quarter Condo Reimb.	973.22	R	02/16/21	02/17/21		3238	

Attachment: Bill List 2-24-21 (2021-120 : Payment of Bills)

February 17, 2021
12:26 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
0-01-20-130-000-223	FINANCE	Condo Reimbursements							
		Continued							
21-00473 1 301SHO	301 SHOREVIEW CONDO. ASSOC. INC	4th Q 2020 Condo Reimb.	1,003.51	R	02/16/21	02/17/21		4933	
21-00474 1 MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	4th Q 2020 Condo Reimb.	110.59	R	02/16/21	02/17/21		3669	
21-00475 1 304OCE	304 OCEAN ARMS CONDO. ASSOC.	4th Q 2020 Condo Reimb.	74.20	R	02/16/21	02/17/21		4582	
21-00476 1 700MAT	700 MATTISON CONDOMINIUM	4th Q 2020 Condo Reimb.	136.20	R	02/16/21	02/17/21		608	
21-00477 1 PARLAN	PARK LANE CONDOMINIUM ASSOC.	4th Q 2020 Condo Reimb.	74.95	R	02/16/21	02/17/21		2264	
21-00478 1 MERCON	MERCURY CONDOMINIUM ASSOC.	4th Q. 2020 Condo Reimb.	296.24	R	02/16/21	02/17/21		1544	
			29,933.91						
		Extd Total: FINANCIAL ADMINISTRATION	29,933.91						
		Department Total: FINANCE	29,933.91						
Department: COMPUTER MIS									
Extd: COMPUTERIZED DATA PROCESSING									
0-01-20-140-000-218	COMPUTERIZED DATA PROC.	General Plant							
20-03416 1 AMAZO005	AMAZON.COM SERVICES	Phone and Tablet Accessories	123.95	R	12/18/20	02/16/21		1CYK7PHH46R9	
		Extd Total: COMPUTERIZED DATA PROCESSING	123.95						
		Department Total: COMPUTER MIS	123.95						
Department: TAX ASSESSOR									
Extd: TAX ASSESSOR									
0-01-20-150-000-252	TAX ASSESSOR Maps								
20-02929 1 CIVSOL	CIVIL SOLUTIONS:A DIV. OF	2020 Tax Map Maint	2,250.00	R	10/21/20	02/16/21		71410	
		Extd Total: TAX ASSESSOR	2,250.00						
		Department Total: TAX ASSESSOR	2,250.00						
Department: LEGAL SERVICES									
Extd: LEGAL SERVICES									
0-01-20-155-000-209	LEGAL SERVICES Fees								
21-00037 1 MARFAL	MARAZITI FALCON, LLP	#45509: MA RETAIL, LLC	3,237.50	R	01/14/21	02/16/21		45509	
21-00037 2 MARFAL	MARAZITI FALCON, LLP	#45706: MA RETAIL, LLC	2,152.50	R	01/14/21	02/16/21		45706	
21-00037 3 MARFAL	MARAZITI FALCON, LLP	#45511: WATERFRONT REDEVELOP.	4,059.53	R	01/14/21	02/16/21		45511	
21-00037 4 MARFAL	MARAZITI FALCON, LLP	#45707: WATERFRONT REDEVELOP.	2,061.85	R	01/14/21	02/16/21		45707	

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Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
0-01-20-155-000-209	LEGAL SERVICES Fees	Continued						
21-00037 5 MARFAL	MARAZITI FALCON, LLP	#45712: RENT CONTROL PET & ORD	<u>3,167.50</u> 14,678.88	R	01/14/21	02/16/21	45712	
	Extd Total: LEGAL SERVICES		14,678.88					
	Department Total: LEGAL SERVICES		14,678.88					
	CAFR Total:		47,834.94					
Department: POLICE								
Extd: POLICE DEPARTMENT								
0-01-25-240-000-201	POLICE General Plant							
21-00207 1 INSPSY	INSTITUTE FOR FORENSIC	INV #14951 Psychological Evals	2,000.00	R	01/26/21	02/16/21	14951	
21-00207 2 INSPSY	INSTITUTE FOR FORENSIC	INV #14951 Psychological Evals	2,700.00	R	01/26/21	02/16/21	14951	
21-00208 1 INSPSY	INSTITUTE FOR FORENSIC	#14682 Fitness for Duty Exam	2,000.00	R	01/26/21	02/16/21	14682	
21-00469 1 STATOX	STATE TOXICOLOGY LABORATORY	Applicant Analysis July & Aug	<u>630.00</u> 7,330.00	R	02/16/21	02/17/21		
0-01-25-240-000-203	POLICE Motor Vehicle							
21-00453 1 EASAUT	EASTERN AUTOPARTS WAREHOUSE	#40IV088328 Repaired Car 17	51.63	R	02/11/21	02/16/21	40IV088328	
21-00453 2 EASAUT	EASTERN AUTOPARTS WAREHOUSE	#40IV088327 Repaired Car 17	<u>59.52</u> 111.15	R	02/11/21	02/16/21	40IV088327	
0-01-25-240-000-205	POLICE Animal Control Services							
21-00209 1 SPCA	MONMOUTH COUNTY SPCA	INV #2015535 DECEMBER 2020	4,700.00	R	01/26/21	02/16/21	2015535	
0-01-25-240-000-218	POLICE Contract.Serv.							
21-00210 1 WIRCOM	WIRELESS COMMUNICATIONS &	#M59852 Mobile Data December	1,220.00	R	01/26/21	02/16/21	M59852	
21-00403 5 MUNCAP	MUNICIPAL CAPITAL CORPORATION	#19717 CONTRACT PMT #30 OF 60	140.02	R	02/09/21	02/16/21		
21-00403 6 MUNCAP	MUNICIPAL CAPITAL CORPORATION	#20299 CONTRACT PMT #25 OF 60	79.97	R	02/09/21	02/16/21		
21-00403 7 MUNCAP	MUNICIPAL CAPITAL CORPORATION	#20459 CONTRACT PMT #22 OF 60	79.97	R	02/09/21	02/16/21		
21-00403 8 MUNCAP	MUNICIPAL CAPITAL CORPORATION	#20632 CONTRACT PMT 21 OF 60	136.77	R	02/09/21	02/16/21		
21-00403 9 MUNCAP	MUNICIPAL CAPITAL CORPORATION	#21624 CONTRACT PMT #12 OF 60	127.62	R	02/09/21	02/16/21		
21-00403 10 MUNCAP	MUNICIPAL CAPITAL CORPORATION	#21814 CONTRACT PMT #10 OF 60	<u>86.16</u> 1,870.51	R	02/09/21	02/16/21		

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Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
0-01-25-240-000-221	POLICE Ammunition							
20-03335 1 ATLAN010	ATLANTIC TACTICAL, INC.	#SQ-90182519 (60) NJSC #17	695.40	R	12/07/20	02/17/21	SI-80726621	
	Extd Total: POLICE DEPARTMENT		14,707.06					
	Department Total: POLICE		14,707.06					
Department: FIRE DEPT.								
Extd: FIRE DEPARTMENT								
0-01-25-265-000-201	FIRE DEPT. General Plant							
20-03420 1 JUNLAS	JUNGLE LASERS, LLC	INV #59327 12/16 - 1/15/2021	1,000.00	R	12/18/20	02/17/21	59370	
21-00342 1 INSPSY	INSTITUTE FOR FORENSIC	INV#14704 STEVENS EVAL 7/29/20	2,000.00	R	02/04/21	02/16/21	14704	
			3,000.00					
0-01-25-265-000-202	FIRE DEPT. Office Supplies							
20-03233 1 AMAZO005	AMAZON.COM SERVICES	Backup battery for FPB	60.36	R	11/23/20	02/16/21	1XWXM3LQDPDJ	
0-01-25-265-000-214	FIRE DEPT. Building Maintenance							
20-03136 1 NOLGAR	NOLZE GARAGE DOOR LLC	Ambulance Bay Door Quote	2,585.00	R	11/12/20	02/16/21	AMR-22	
0-01-25-265-000-229	FIRE DEPT. Medical Sup.							
20-01444 1 VERALP	V.E. RALPH & SON, INC.	QUOTE #87005 TANK COVER AND	237.72	R	05/18/20	02/16/21		
20-01444 2 VERALP	V.E. RALPH & SON, INC.	QUOTE #86695 RESUSCITATORS,	843.34	R	05/18/20	02/16/21		
20-01444 3 VERALP	V.E. RALPH & SON, INC.	QUOTE #86694 NASO AIRWAY,	124.28	R	05/18/20	02/16/21		
			1,205.34					
	Extd Total: FIRE DEPARTMENT		6,850.70					
	Department Total: FIRE DEPT.		6,850.70					
	CAFR Total:		21,557.76					
Department: STREETS & ROAD								
Extd: STREETS & ROADS MAINTENANCE								
0-01-26-290-000-218	STREETS & ROAD Contract.Serv.							
20-00198 1 AHHOFF	A.H. HOFFMANN,LLC	PART A Vehicle Fueling	1,280.00	R	01/27/20	02/16/21	42065	
20-00198 2 AHHOFF	A.H. HOFFMANN,LLC	PART B Monthly Inspections	1,800.00	R	01/27/20	02/16/21	42065	

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Account	Description	Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor					Enc Date	Date	Date Invoice	Type
0-01-26-290-000-218	STREETS & ROAD Contract.Serv.	Continued						
20-00201 1 AHHOFF	A.H. HOFFMANN,LLC	Replacement of a Manhole Cover	1,685.00	R	01/27/20	02/16/21	42072	
			4,765.00					
	Extd Total: STREETS & ROADS MAINTENANCE		4,765.00					
	Department Total: STREETS & ROAD		4,765.00					
Department: SOLID WASTE								
Extd: SOLID WASTE COLLECTION								
0-01-26-305-000-209	SOLID WASTE Fees							
21-00226 1 MAZMUL	MAZZA MULCH, INC.	#311740 Brush, Delivered	1,280.00	R	01/26/21	02/16/21	311740	
21-00232 1 TRECTY	TREASURER CTY OF MONMOUTH	#58697 Reclamation Center	3,504.81	R	01/26/21	02/16/21	58697	
21-00370 1 DELDEM	DELISA DEMOLITION, INC.	#198539 Construction Debris	887.36	R	02/05/21	02/16/21	198539	
21-00370 2 DELDEM	DELISA DEMOLITION, INC.	Hauling Fee, 20 Yarder 12/14	175.00	R	02/05/21	02/16/21	198539	
21-00370 3 DELDEM	DELISA DEMOLITION, INC.	#198538 Construction Debris	748.12	R	02/05/21	02/16/21	198538	
21-00370 4 DELDEM	DELISA DEMOLITION, INC.	Hauling Fee, 20 Yarder 12/14	175.00	R	02/05/21	02/16/21	198538	
			6,770.29					
	Extd Total: SOLID WASTE COLLECTION		6,770.29					
	Department Total: SOLID WASTE		6,770.29					
Department: BUILDING & GND								
Extd: BUILDINGS & GROUNDS								
0-01-26-310-000-201	BUILDING & GND General Plant							
21-00353 1 NEWIRON	NEWARK IRONBOUND ELECTRICAL	LED18T8/40k/48/SG/UNV Lamps	648.00	R	02/04/21	02/16/21	450866	
0-01-26-310-000-218	BUILDING & GND Contract.Serv.							
20-02460 1 TERPES	THE TERMINIX INTERNATIONAL CO	#399685739 Pest Control 8/03	85.00	R	09/03/20	02/16/21	399685739	
20-02460 2 TERPES	THE TERMINIX INTERNATIONAL CO	#399704779 Pest Control 8/18	400.00	R	09/03/20	02/16/21	399704779	
20-02460 3 TERPES	THE TERMINIX INTERNATIONAL CO	#399704794 Pest Control 8/18	400.00	R	09/03/20	02/16/21	399704794	
20-02460 4 TERPES	THE TERMINIX INTERNATIONAL CO	#399578066 Pest Control 8/17	122.00	R	09/03/20	02/16/21	399578066	
			1,007.00					
	Extd Total: BUILDINGS & GROUNDS		1,655.00					
	Department Total: BUILDING & GND		1,655.00					
	CAFR Total:		13,190.29					

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Account	Description		Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor						Enc Date	Date	Date	Type
Department: RECREATION									
Extd: RECREATION SERVICES & PROGRAM									
0-01-28-370-000-299 RECREATION Misc.									
21-00383	1 SANDS	S&S WORLDWIDE INC.	INV100587772 A-FRAME SIGN	184.99	R	02/09/21	02/16/21	IN100587772	
21-00383	2 SANDS	S&S WORLDWIDE INC.	INV100587772 FREIGHT	27.75	R	02/09/21	02/16/21	IN100587772	
21-00383	3 SANDS	S&S WORLDWIDE INC.	INV100582773 TRASH CONTAINER	375.98	R	02/09/21	02/16/21	IN100582773	
21-00383	4 SANDS	S&S WORLDWIDE INC.	INV100582773 FREIGHT	56.40	R	02/09/21	02/16/21	IN100582773	
21-00383	5 SANDS	S&S WORLDWIDE INC.	INV100576522 TRASH BAGS	69.98	R	02/09/21	02/16/21	IN100576522	
21-00383	6 SANDS	S&S WORLDWIDE INC.	INV100576522 DIVIDED CADDY	11.98	R	02/09/21	02/16/21	IN100576522	
21-00383	7 SANDS	S&S WORLDWIDE INC.	INV1005611567 LIQUID SANITIZER	144.95	R	02/09/21	02/16/21	IN100611567	
				872.03					
Extd Total: RECREATION SERVICES & PROGRAM				872.03					
Department Total: RECREATION				872.03					
CAFR Total:				872.03					
Department: PUBLIC LIBRARY									
Extd: PUBLIC LIBRARY:									
0-01-29-390-000-299 PUBLIC LIBRARY Misc.									
21-00482	1 ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	Balance of 2020 Budget	135.24	R	02/16/21	02/17/21		
Extd Total: PUBLIC LIBRARY:				135.24					
Department Total: PUBLIC LIBRARY				135.24					
CAFR Total:				135.24					
Department: LIGHTING									
Extd: LIGHT,HEAT,POW									
0-01-31-435-435-299 LIGHT, HEAT & POWER Misc.									
21-00387	13 JCPL	JCPL	#100 015 433 426 12/23-1/22	540.01	R	02/09/21	02/16/21		
21-00387	14 JCPL	JCPL	#100 056 608 167 12/23-1/22	6.38	R	02/09/21	02/16/21		
21-00387	15 JCPL	JCPL	#100 015 397 225 12/23-1/22	1,500.99	R	02/09/21	02/16/21		
21-00387	16 JCPL	JCPL	#100 015 500 406 12/23-1/22	5,300.11	R	02/09/21	02/16/21		
21-00387	17 JCPL	JCPL	#100 067 211 225 12/23-1/22	58.10	R	02/09/21	02/16/21		
21-00387	18 JCPL	JCPL	#100 135 237 574 12/23-1/22	49.85	R	02/09/21	02/16/21		

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Account	Description	Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor					Enc Date	Date	Date Invoice	Type
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.	Continued						
21-00387 19 JCPL JCPL		#100 069 260 899 12/23-1/22	594.41	R	02/09/21	02/16/21		
			8,049.85					
	Extd Total: LIGHT,HEAT,POW		8,049.85					
Extd:	STREET/TRAFFIC							
0-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.							
21-00387 1 JCPL JCPL		#100 140 144 153 12/24-1/25	76.85	R	02/09/21	02/16/21		
21-00387 2 JCPL JCPL		#100 140 139 658 12/24-1/25	86.82	R	02/09/21	02/16/21		
21-00387 3 JCPL JCPL		#100 140 139 690 12/24-1/25	63.36	R	02/09/21	02/16/21		
21-00387 4 JCPL JCPL		#100 140 142 405 12/24-1/25	73.03	R	02/09/21	02/16/21		
21-00387 5 JCPL JCPL		#100 140 144 146 12/24-1/25	69.18	R	02/09/21	02/16/21		
21-00387 6 JCPL JCPL		#100 038 407 597 12/23-1/22	29.74	R	02/09/21	02/16/21		
21-00387 7 JCPL JCPL		#100 015 500 489 12/23-1/22	1,529.34	R	02/09/21	02/16/21		
21-00387 8 JCPL JCPL		#100 072 559 691 12/23-1/22	31.45	R	02/09/21	02/16/21		
21-00387 9 JCPL JCPL		#100 078 990 874 12/23-1/22	35.09	R	02/09/21	02/16/21		
21-00387 10 JCPL JCPL		#100 038 407 555 12/23-1/22	52.62	R	02/09/21	02/16/21		
21-00387 11 JCPL JCPL		#100 066 554 146 12/23-1/22	25.57	R	02/09/21	02/16/21		
21-00387 12 JCPL JCPL		#100 121 449 605 12/23-1/22	11.47	R	02/09/21	02/16/21		
			2,084.52					
	Extd Total: STREET/TRAFFIC		2,084.52					
	Department Total: LIGHTING		10,134.37					
	CAFR Total:		10,134.37					
Department: MUNIC COURT								
Extd: MUNICIPAL COURT								
0-01-43-490-000-201	MUNIC COURT General Plant							
21-00419 1 KEPSPR KEPWEL SPRING WATER		#442188 SPRING WATER	27.80	R	02/09/21	02/16/21	442188	
21-00419 2 KEPSPR KEPWEL SPRING WATER		#442188 DELIVERY FEE	1.00	R	02/09/21	02/16/21	442188	
21-00419 3 KEPSPR KEPWEL SPRING WATER		#443598 COOLER RENTAL	14.00	R	02/09/21	02/16/21	443598	

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Account	Description	Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor					Enc Date	Date	Date Invoice	Type
0-01-43-490-000-201	MUNIC COURT General Plant	Continued						
21-00419 4 KEPSPR	KEPWEL SPRING WATER	#431072 PAST DUE BALANCE FROM	13.00	R	02/09/21	02/16/21	431072	
			55.80					
	Extd Total: MUNICIPAL COURT		55.80					
	Department Total: MUNIC COURT		55.80					
	CAFR Total:		55.80					
Department: DEFERRED CHGS								
0-01-46-870-880-297	P/Y BILLS							
20-01824 1 EMPGRA	EMPIRE GRAND REGENCY ASSOC.INC empire grand trash reimb.		4,556.00	R	06/30/20	02/16/21		
	Extd Total:		4,556.00					
	Department Total: DEFERRED CHGS		4,556.00					
	CAFR Total:		4,556.00					
CAFR: CURRENT FUND NON BUDGET ACCTS:								
Department: TAXES PAYABLE:								
Extd: TAXES PAYABLE:								
0-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES							
20-03408 1 FRESH005	FRESH MARKETS NJ, LLC	PARTIAL REFUND FACILITY FEE	400.00	R	12/16/20	02/16/21		
	Extd Total: TAXES PAYABLE:		400.00					
	Department Total: TAXES PAYABLE:		400.00					
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:		400.00					
	Fund Total: CURRENT		98,736.43					

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Account P.O. Id Item Vendor	Description Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
Fund: TRANSPORTATION UTILITY: BUDGET:							
Department: UTILITY OE							
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:							
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant						
20-03415 1 MILCOM	MILLENNIUM COMMUNICATIONS Cameras for Transportation Ctr	2,500.00	R	12/18/20	02/16/21	24906	
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:	2,500.00					
	Department Total: UTILITY OE	2,500.00					
	CAFR Total:	2,500.00					
	Fund Total: TRANSPORTATION UTILITY: BUDGET:	2,500.00					
Fund: SEWER UTILITY: BUDGET:							
Department: UTILITY OE							
Extd: SEWER UTILITY O/E: OTHER EXPENSES:							
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant						
20-03338 1 GRAING	GRAINGER, INC. Linear LED Bulb, 17w #56LF71	148.00	R	12/08/20	02/16/21	9769674368	
20-03338 2 GRAING	GRAINGER, INC. LED Flat Panel #420V77	103.45	R	12/08/20	02/16/21	9769674368	
20-03338 3 GRAING	GRAINGER, INC. Philips LED Bulb #54YP56	23.04	R	12/08/20	02/16/21	9769674368	
20-03338 4 GRAING	GRAINGER, INC. Linear LED Bulb #449V01	441.00	R	12/08/20	02/16/21	9769674368	
		715.49					
0-07-55-502-000-218	SEWER UTILITY O/E: Contract Services						
20-00199 1 AHHOFF	A.H. HOFFMANN,LLC PART A Emergency Generator	1,080.00	R	01/27/20	02/16/21	42066	
20-00199 2 AHHOFF	A.H. HOFFMANN,LLC PART B Monthly Inspections	1,320.00	R	01/27/20	02/16/21	42066	
21-00223 1 GARDSTA	GARDEN STATE LABORATORIES,INC. #509700 Influent/Effluent, etc	1,800.00	R	01/26/21	02/16/21	509700	
		4,200.00					
0-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal						
21-00131 1 RUSREI	RUSSELL REID WASTE HAULING & #6095431 Sludge Transportation	15,246.00	R	01/19/21	02/16/21	6095431	
0-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite						
21-00225 1 JCIJ0005	JCI JONES CHEMICALS, INC. #841833 Hypochlorite Solution	3,120.00	R	01/26/21	02/16/21	841833	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	23,281.49					
	Department Total: UTILITY OE	23,281.49					

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P.O. Id	Item Vendor								
0-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.								
21-00018	1 ASBLLC	ASBURY PARTNERS, LLC	4th Qtr. 2020 ODOR CONTROL	25,777.52	R	01/14/21	02/16/21		
		Extd Total:	25,777.52						
		Department Total:	25,777.52						
		CAFR Total:	49,059.01						
		Fund Total: SEWER UTILITY: BUDGET:	49,059.01						
		Year Total:	150,295.44						
Fund:	CURRENT								
Department:	ADMINISTRATION								
Extd:	ADMINISTRATION								
1-01-20-100-000-209	ADMINISTRATION Professional Services								
21-00304	2 KYLEM005	KYLE MCMANUS ASSOCIATES LLC	Invoice 2579 Afford. Hsg.	426.00	R	01/28/21	02/16/21	2579	B
21-00332	2 CGPHL005	CGP&H, LLC	INVOICE #40009 JANUARY 2021	2,092.00	R	02/03/21	02/16/21	40009	B
				2,518.00					
1-01-20-100-000-211	ADMINISTRATION Water								
21-00446	1 KEPSPR	KEPWEL SPRING WATER	ACCT #117290 JANUARY 2021	577.50	R	02/10/21	02/16/21		
21-00446	2 KEPSPR	KEPWEL SPRING WATER	ACCT #115780 1/6/21 FINAL BILL	45.00	R	02/10/21	02/16/21	443238	
				622.50					
1-01-20-100-000-212	ADMINISTRATION Dues,Licenses								
21-00428	1 NJMMA	NJ MUNICIPAL MANAGEMENT ASSOC. 2021 Membership Renewal Fee		250.00	R	02/10/21	02/16/21		
		Extd Total: ADMINISTRATION		3,390.50					
		Department Total: ADMINISTRATION		3,390.50					
Department:	MUNIC CLERK								
Extd:	MUNICIPAL CLERK								
1-01-20-120-000-202	MUNICIPAL CLERK Office Supplies								
21-00386	1 WBMASON	W.B.MASON CO., INC.	WB Mason Order Office Supplies	203.26	R	02/09/21	02/16/21	217841924	

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Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
1-01-20-120-000-217 21-00343 1 THECOA	MUNICIPAL CLERK Ads&Promotion THE NEW COASTER, LLC	RESOLUTION 2021-69	29.26	R	02/04/21	02/16/21	56701	
	Extd Total: MUNICIPAL CLERK		232.52					
	Department Total: MUNIC CLERK		232.52					
Department: FINANCE								
Extd: FINANCIAL ADMINISTRATION								
1-01-20-130-000-202 21-00327 1 WBMASON	FINANCE Office Supplies W.B.MASON CO., INC.	Honeywell Heater	80.98	R	02/02/21	02/16/21	217841920	
1-01-20-130-000-206 21-00403 3 MUNCAP	FINANCE Copier MUNICIPAL CAPITAL CORPORATION	#19489 CONTRACT PMT #32 OF 60	389.62	R	02/09/21	02/16/21		
1-01-20-130-000-209 21-00479 1 FPMAIL	FINANCE Fees FP Mailing Solutions	#RI104775724 - MAIL MACHINE	225.00	R	02/16/21	02/17/21	RI104775724	
1-01-20-130-000-248 21-00434 1 MARKAY	FINANCE Petty Cash MARY KAY CALLAHAN	Replenishment of Petty Cash	224.81	R	02/10/21	02/16/21		
	Extd Total: FINANCIAL ADMINISTRATION		920.41					
	Department Total: FINANCE		920.41					
Department: COMPUTER MIS								
Extd: COMPUTERIZED DATA PROCESSING								
1-01-20-140-000-219 21-00079 1 AMAZO005	COMPUTER DATA PROC. Equipment AMAZON.COM SERVICES	WTP Fiber Connection	64.69	R	01/15/21	02/16/21	1CPVG94F63JW	
21-00079 2 AMAZO005	AMAZON.COM SERVICES	CREDIT	64.69	R	02/11/21	02/16/21	1CPVG94F63JW	
21-00079 3 AMAZO005	AMAZON.COM SERVICES	WTP FIBER CONNECTION	64.99	R	02/11/21	02/16/21	1RNYDTPV9G99	
21-00247 1 AMAZO005	AMAZON.COM SERVICES	Dell Laptop Battery	29.99	R	01/28/21	02/16/21	1X3H4HMXJ93P	
			94.98					
	Extd Total: COMPUTERIZED DATA PROCESSING		94.98					
	Department Total: COMPUTER MIS		94.98					

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Account	Description			First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date Invoice	Type
Department: TAX REV ADMIN							
Extd: TAX REVENUE ADMINISTRATION							
1-01-20-145-000-203	TAX REV ADMIN Copier						
21-00403 1 MUNCAP	MUNICIPAL CAPITAL CORPORATION #18196 CONTRACT PMT 47 OF 60	236.52	R	02/09/21	02/16/21		
	Extd Total: TAX REVENUE ADMINISTRATION	236.52					
	Department Total: TAX REV ADMIN	236.52					
Department: LEGAL SERVICES							
Extd: LEGAL SERVICES							
1-01-20-155-000-209	LEGAL SERVICES Fees						
21-00290 2 ANSZAR	ANSELL,GRIMM & AARON, P.C. January 2021 General Legal	8,247.09	R	01/28/21	02/16/21		B
21-00290 3 ANSZAR	ANSELL,GRIMM & AARON, P.C. January 2021 Litigation	832.00	R	01/28/21	02/16/21		B
21-00296 2 PARKE005	PARKER MCCAY, PA Invoice#3126326 January 2021	741.00	R	01/28/21	02/16/21	3126326	B
		9,820.09					
	Extd Total: LEGAL SERVICES	9,820.09					
	Department Total: LEGAL SERVICES	9,820.09					
	CAFR Total:	14,695.02					
Department: Planning Department							
Extd: Planning Department							
1-01-21-179-000-202	PLANNING DEPT. Office Supplies						
21-00369 2 ENVSYS	ENVIRONMENTAL SYSTEMS RESEARCH ArcGIS Online	479.62	R	02/05/21	02/16/21	93984013	
1-01-21-179-000-205	PLANNING DEPT. Ads						
21-00414 1 THECOA	THE NEW COASTER, LLC New Coaster Invoice 56699	60.57	R	02/09/21	02/16/21	56699	
21-00416 1 ASBPAK	ASBURY PARK PRESS APP order Number 0004568845	129.50	R	02/09/21	02/16/21	0004568845	
		190.07					
1-01-21-179-000-206	PLANNING DEPT. Storage						
21-00480 1 LIFSTO	LIFE STORAGE #448 SPACE #242 3/1/21 - 3/1/2022	1,440.00	R	02/16/21	02/17/21		

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Account	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id Item Vendor									
1-01-21-179-000-207	PLANNING DEPT. Training/Cert.								
21-00425 1 MARKS005 MARK SIEGLE		REIMBURSEMENT AICP dues 2021	609.00	R	02/10/21	02/16/21			
	Extd Total: Planning Department		2,718.69						
	Department Total: Planning Department		2,718.69						
Department: PLANNING BOARD									
Extd: PLANNING BOARD									
1-01-21-180-000-201	PLANNING BOARD General Plant								
21-00415 1 JACSER JACK A. SERPICO		PB-21-01 General	3,125.00	R	02/09/21	02/16/21			
	Extd Total: PLANNING BOARD		3,125.00						
	Department Total: PLANNING BOARD		3,125.00						
Department: ZONING BOARD									
Extd: ZONING BOARD OF ADJUSTMENT									
1-01-21-185-000-209	ZONING BOARD Fees								
21-00415 4 JACSER JACK A. SERPICO		ZB-21-01 General	2,561.00	R	02/09/21	02/16/21			
	Extd Total: ZONING BOARD OF ADJUSTMENT		2,561.00						
	Department Total: ZONING BOARD		2,561.00						
	CAFR Total:		8,404.69						
Department: CONST CODE									
Extd: CONSTRUCTION CODE OFFICIAL									
1-01-22-200-000-202	CONSTRUCTION CODE Office Supplies								
21-00156 1 WBMASON W.B.MASON CO., INC.		MONTHLY PLANNER & PENS	19.79	R	01/21/21	02/16/21		217621847	
1-01-22-200-000-207	CONST CODE Contractual								
21-00403 4 MUNCAP MUNICIPAL CAPITAL CORPORATION		#19534 CONTRACT PMT #32 OF 60	582.97	R	02/09/21	02/16/21			
	Extd Total: CONSTRUCTION CODE OFFICIAL		602.76						
	Department Total: CONST CODE		602.76						
	CAFR Total:		602.76						

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Account P.O. Id Item Vendor	Description Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	PO Type
Department: LIAB INSURANCE							
Extd: LIABILITY INSURANCE							
1-01-23-210-000-209	LIABILITY INSURANCE Fees						
21-00464 1 NJINT	NJ INTERGOVERNMENTAL INS. FUND 1st Installment Liab. Ins.	363,224.50	R	02/11/21	02/16/21		
	Extd Total: LIABILITY INSURANCE	363,224.50					
	Department Total: LIAB INSURANCE	363,224.50					
	CAFR Total:	363,224.50					
Department: POLICE							
Extd: POLICE DEPARTMENT							
1-01-25-240-000-201	POLICE General Plant						
21-00333 1 CRAPRI	CRAFTMASTER PRINTING, INC. #11130 Business Cards PO Reng	45.00	R	02/03/21	02/16/21	161714	
21-00445 1 LANASO	LANIGAN ASSOCIATES. INC. Shackles-Leg 703C Peerless	59.95	R	02/10/21	02/17/21	32017	
		104.95					
1-01-25-240-000-203	POLICE Motor Vehicle						
21-00269 2 SEAFOR	SEA BREEZE FORD INC. #5130263 & 5130350 Repairs	188.13	R	01/28/21	02/16/21	5130263/5130350	B
21-00275 2 EASAUT	EASTERN AUTOPARTS WAREHOUSE #40IV090600 Repairs Car 8	147.70	R	01/28/21	02/16/21	40IV090600	B
21-00275 3 EASAUT	EASTERN AUTOPARTS WAREHOUSE #40IV092453 Repairs Car 45	14.29	R	01/28/21	02/16/21	40IV092453	B
21-00275 4 EASAUT	EASTERN AUTOPARTS WAREHOUSE #40IV092474 Repairs Car 45	14.29	R	01/28/21	02/16/21	40IV092474	B
21-00275 5 EASAUT	EASTERN AUTOPARTS WAREHOUSE #40IV092069 Repairs Car 29	103.88	R	01/28/21	02/16/21	40IV092069	B
21-00275 6 EASAUT	EASTERN AUTOPARTS WAREHOUSE #40IV092070 Repairs Car 29	59.69	R	01/28/21	02/16/21	40IV092070	B
		527.98					
1-01-25-240-000-218	POLICE Contract.Serv.						
21-00221 1 COMSPE	COMMUNICATIONS SPECIALISTS, INC MAINTENANCE CONTRACT 2021-2020	4,200.00	R	01/26/21	02/16/21	41434	
21-00441 1 MUNCAP	MUNICIPAL CAPITAL CORPORATION #3466010221 PAYMENT #41 OF 60	515.72	R	02/10/21	02/16/21	3466010221	
21-00485 1 OPTIMUM	OPTIMUM #07866-182313-01-5 2/8 - 3/7	238.29	R	02/16/21	02/17/21		
		4,954.01					
1-01-25-240-000-223	POLICE Undercover						
21-00444 1 JEFFR005	JEFFREY WHITE Narcotic Investigation	500.00	R	02/10/21	02/16/21		
1-01-25-240-000-237	POLICE Accreditation						
21-00273 1 NJSTATE	NJ STATE ASSOCIATION OF CHIEFS Program Fee-2021 NJSACOP	1,666.00	R	01/28/21	02/16/21	IN-9440	

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Account	Description	Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor					Enc Date	Date	Date Invoice	Type
1-01-25-240-000-275	POLICE Traffic Maintenance							
21-00056 1 ALLTRA	ALL TRAFFIC SOLUTIONS, INC	#Q-54609 2021 RENEWAL	6,337.60	R	01/15/21	02/16/21	Q-54609	
	Extd Total: POLICE DEPARTMENT		14,090.54					
	Department Total: POLICE		14,090.54					
Department: FIRE DEPT.								
Extd: FIRE DEPARTMENT								
1-01-25-265-000-201	FIRE DEPT. General Plant							
21-00042 4 THEHAR	THE HARDWARE STORE	Inv 1434289 heater	40.19	R	01/14/21	02/16/21	1434289	B
21-00376 1 TRESTAP	TREASURER, STATE OF NJ	#142972 Fire Ofcl-renew Gates	91.00	R	02/05/21	02/16/21	142972	
21-00378 1 TRESTAP	TREASURER, STATE OF NJ	#101853-FO renewal -keddy	91.00	R	02/05/21	02/16/21	101853	
21-00454 1 INSPSY	INSTITUTE FOR FORENSIC	Inv 15062 NG new hire exam	500.00	R	02/11/21	02/16/21	15062	
21-00483 1 WESPES	WESTERN PEST SERVICES	Inv. 6743056 Feb 21 pest contr	104.00	R	02/16/21	02/17/21	6743056	
			826.19					
1-01-25-265-000-206	FIRE DEPT. Purchase of Equipment							
21-00008 1 SAFET	SKYLANDS AREA FIRE EQUIPMENT	BOOTS FD NEW HIRES	1,175.79	R	01/14/21	02/16/21	12210	
1-01-25-265-000-214	FIRE DEPT. Building Maintenance							
21-00060 1 ALLPES	ALLIANCE COMMERCIAL PEST	BB treatment 800 MAIN ST	790.00	R	01/15/21	02/17/21	459421/459451	
1-01-25-265-000-218	FIRE DEPT. Contract.Serv.							
21-00144 1 KNOCOM	KNOX COMPANY	Cloud License-1 YR (1-6 units)	425.00	R	01/20/21	02/16/21	INV02342182	
	Extd Total: FIRE DEPARTMENT		3,216.98					
Extd: FIRE HYDRANT								
1-01-25-265-266-299	FIRE HYDRANT Misc.							
21-00389 1 NJAMER	N.J. AMERICAN WATER CO.	#1018-210026567043 12/23-1/26	17,346.88	R	02/09/21	02/16/21		
	Extd Total: FIRE HYDRANT		17,346.88					
	Department Total: FIRE DEPT.		20,563.86					

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Account	Description		Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor						Enc Date	Date	Date Invoice	Type
Department: PROSECUTOR									
Extd: MUNICIPAL PROSECUTOR									
1-01-25-275-000-202 PROSECUTOR Fees									
21-00299	2 JAMBUT	JAMES N. BUTLER, JR.	JANUARY 2021 SERVICES RENDERED	3,250.00	R	01/28/21	02/16/21	000015	B
21-00301	2 RONTRO	RONALD J. TROPPOLE	JANUARY 2021 SERVICES RENDERED	2,000.00	R	01/28/21	02/16/21	JAN2021	B
				5,250.00					
Extd Total: MUNICIPAL PROSECUTOR				5,250.00					
Department Total: PROSECUTOR				5,250.00					
CAFR Total:				39,904.40					
Department: STREETS & ROAD									
Extd: STREETS & ROADS MAINTENANCE									
1-01-26-290-000-201 STREETS & ROAD General Plant									
21-00267	1 GRAING	GRAINGER, INC.	Wire Rope Sleeve #2VJZ1	18.68	R	01/28/21	02/16/21	9801314767	
21-00267	2 GRAING	GRAINGER, INC.	Cable, Stainless Steel #2VJR1	48.34	R	01/28/21	02/16/21	9801314767	
21-00430	1 STAVOLA	STAVOLA ASPHALT COMPANY, INC.	#200296 Hot Mixed Asphalt	116.13	R	02/10/21	02/16/21	200296	
				183.15					
1-01-26-290-000-203 STREETS & ROAD Motor Vehicle									
21-00227	1 MRDRIV	MR. DRIVESHAFT	U Joint #0154	66.22	R	01/26/21	02/17/21	13129A	
21-00227	2 MRDRIV	MR. DRIVESHAFT	End Yoke #2-4-533	41.21	R	01/26/21	02/17/21	13129A	
21-00227	3 MRDRIV	MR. DRIVESHAFT	End Yoke #2-2-479	36.86	R	01/26/21	02/17/21	13129A	
21-00227	4 MRDRIV	MR. DRIVESHAFT	Take Off Slip #2-3-128KX	30.00	R	01/26/21	02/17/21	13129A	
21-00227	5 MRDRIV	MR. DRIVESHAFT	Labor: U Joints & Balancing	100.00	R	01/26/21	02/17/21	13129A	
21-00312	2 EASAUT	EASTERN AUTOPARTS WAREHOUSE	#40IV092534 SUP. Urethn, etc	49.86	R	01/29/21	02/16/21	40IV092534	B
21-00312	3 EASAUT	EASTERN AUTOPARTS WAREHOUSE	#40IV092594 Air Filter, etc	74.75	R	01/29/21	02/16/21	40IV092594	B
21-00312	4 EASAUT	EASTERN AUTOPARTS WAREHOUSE	#40IV093040 Standard Halogen	152.88	R	01/29/21	02/16/21	40IV093040	B
21-00312	5 EASAUT	EASTERN AUTOPARTS WAREHOUSE	#40IV093037 Various Belts 2/8	31.36	R	01/29/21	02/16/21	40IV093037	B
21-00316	2 THEHOS	THE HOSE SHOP, INC.	HYD Hose, Rags & A-Coupling	147.53	R	01/29/21	02/16/21	00241474	B
21-00317	2 GPCNA091	GPC-NAPA AUTO PARTS	Brake Line Flare Kit 2/10	60.59	R	01/29/21	02/16/21	0953-396918	B
21-00341	1 WETIMM	W.E. TIMMERMAN COMPANY, INC.	Pres Switch 3 PSI/NC #1048596	38.40	R	02/04/21	02/16/21	0222778-IN	
21-00341	2 WETIMM	W.E. TIMMERMAN COMPANY, INC.	RKR SW ON-NONE-ON 12V #1059076	63.16	R	02/04/21	02/16/21	0222778-IN	
21-00341	3 WETIMM	W.E. TIMMERMAN COMPANY, INC.	Freight	15.00	R	02/04/21	02/16/21	0222778-IN	
21-00349	1 JOHGUI	JOHN GUIRE SUPPLY	Fisher Halogen Headlight Kit	3,496.80	R	02/04/21	02/16/21	2038	
21-00368	1 WETIMM	W.E. TIMMERMAN COMPANY, INC.	WLDT-Conveyor Chain Cvr, Spray	146.14	R	02/05/21	02/16/21	0222780-IN	
21-00368	2 WETIMM	W.E. TIMMERMAN COMPANY, INC.	Conv Sproket & Chain Kit	65.88	R	02/05/21	02/16/21	0222780-IN	

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Account	Description	Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor					Enc Date	Date	Date Invoice	Type
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle	Continued						
21-00368 3 WETIMM	W.E. TIMMERMAN COMPANY, INC.	Freight	20.00	R	02/05/21	02/16/21	0222780-IN	
21-00395 1 TRIUS	TRIUS, INC.	#S1071448 Hose Kit 3/8 x 36	55.62	R	02/09/21	02/16/21	S1071448	
21-00395 2 TRIUS	TRIUS, INC.	#S1071458 Hose, 1/4 x 16"	54.02	R	02/09/21	02/16/21	S1071458	
21-00432 1 SEAWEL	SEABOARD WELDING SUPPLY, INC.	Acetylene/Oxygen Cylinder, etc	83.25	R	02/10/21	02/16/21	919249	
			4,829.53					
1-01-26-290-000-214	STREETS & ROAD Dues/Memberships							
21-00427 1 MUNELE	MUNIC.ELECTRICAL INSPECT.ASSOC	2021 Membership - Manny Lucas	60.00	R	02/10/21	02/16/21		
1-01-26-290-000-215	STREETS & ROAD Misc. Hardware							
21-00134 3 UPTFAS	UP-TITE FASTNERS INC.	#63146-1 Clear Silicone, etc	33.50	R	01/19/21	02/16/21	63146-1	B
1-01-26-290-000-218	STREETS & ROAD Contract.Serv.							
21-00372 1 PRESPE	PREVENTION SPECIALISTS, INC.	Annual Fee for Drug Testing	475.00	R	02/05/21	02/16/21	30200	
21-00374 1 MARKCA	MARY K. CALLAHAN	Reimbursement for Queries	62.50	R	02/05/21	02/16/21		
21-00392 1 WATEAS	WATERLOGIC AMERICAS LLC	Inifiniti H/C Tower Rental	36.24	R	02/09/21	02/16/21	474329	
			573.74					
	Extd Total: STREETS & ROADS MAINTENANCE		5,679.92					
	Department Total: STREETS & ROAD		5,679.92					
Department: SOLID WASTE								
Extd: SOLID WASTE COLLECTION								
1-01-26-305-000-209	SOLID WASTE Fees							
21-00264 1 DELDEM	DELISA DEMOLITION, INC.	#201019 Construction Debris	762.28	R	01/28/21	02/16/21	201019	
21-00264 2 DELDEM	DELISA DEMOLITION, INC.	Hauling Fee, 20 Yarder 01/07	175.00	R	01/28/21	02/16/21	201019	
21-00264 3 DELDEM	DELISA DEMOLITION, INC.	#201020 Construction Debris	500.32	R	01/28/21	02/16/21	201020	
21-00264 4 DELDEM	DELISA DEMOLITION, INC.	Hauling Fee, 20 Yarder 01/07	175.00	R	01/28/21	02/16/21	201020	
21-00264 5 DELDEM	DELISA DEMOLITION, INC.	#202354 Construction Debris	1,340.48	R	01/28/21	02/16/21	202354	
21-00264 6 DELDEM	DELISA DEMOLITION, INC.	Hauling Fee, 20 Yarder 01/20	175.00	R	01/28/21	02/16/21	202354	
21-00264 7 DELDEM	DELISA DEMOLITION, INC.	#202355 Construction Debris	1,027.78	R	01/28/21	02/16/21	202355	
21-00264 8 DELDEM	DELISA DEMOLITION, INC.	Hauling Fee, 20 Yarder 01/20	175.00	R	01/28/21	02/16/21	202355	
21-00351 1 MASREC	MAZZA RECYCLING SERVICES, LTD.	Residential Single Stream	7,055.63	R	02/04/21	02/16/21	0323650	

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Account	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id Item Vendor									
1-01-26-305-000-209	SOLID WASTE Fees	Continued							
21-00352 1 DELDEM	DELISA DEMOLITION, INC.	#202573 Trash Tipping Fees	24,019.04	R	02/04/21	02/16/21		202573	
			35,405.53						
	Extd Total: SOLID WASTE COLLECTION		35,405.53						
	Department Total: SOLID WASTE		35,405.53						
Department: BUILDING & GND									
Extd: BUILDINGS & GROUNDS									
1-01-26-310-000-201	BUILDING & GND General Plant								
21-00259 1 GRAING	GRAINGER, INC.	Carbon Monoxide Alarm #39CG92	213.00	R	01/28/21	02/16/21		9801314759	
21-00433 1 HARSTE	HARTFORD STEAM BOILER	Certificate of Operation Fee	340.00	R	02/10/21	02/16/21		1235993	
			553.00						
1-01-26-310-000-218	BUILDING & GND Contract.Serv.								
21-00431 1 TERPES	THE TERMINIX INTERNATIONAL CO	#404410770 Pest Control 01/18	55.00	R	02/10/21	02/16/21		404410770	
21-00431 2 TERPES	THE TERMINIX INTERNATIONAL CO	#404423450 Pest Control 01/18	122.00	R	02/10/21	02/16/21		404423450	
			177.00						
	Extd Total: BUILDINGS & GROUNDS		730.00						
	Department Total: BUILDING & GND		730.00						
	CAFR Total:		41,815.45						
Department: RECREATION									
Extd: RECREATION SERVICES & PROGRAM									
1-01-28-370-000-292	RECREATION Conferences								
21-00150 1 NJRPA	NEW JERSEY RECREATION AND PARK	2021 CONFERENCE L. FLOYD	150.00	R	01/20/21	02/16/21			
	Extd Total: RECREATION SERVICES & PROGRAM		150.00						
	Department Total: RECREATION		150.00						
	CAFR Total:		150.00						
Department: LIGHTING									
Extd: LIGHT,HEAT,POW									
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.								
21-00410 3 NJAMER	N.J. AMERICAN WATER CO.	#1018-210026581520 1/7-2/2	38.86	R	02/09/21	02/16/21			

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Account	P.O. Id	Item Vendor	Description	Item Description	Amount	Stat/chk	Enc date	date	date	chk/void	Invoice	P.O. Type
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1-01-31-435-435-299	4	NJAMER	N.J. AMERICAN WATER CO.	#1018-210025502623	1/7-2/2	38.86	R	02/09/21	02/16/21			
21-00410	5	NJAMER	N.J. AMERICAN WATER CO.	#1018-210026645233	1/7-2/2	38.86	R	02/09/21	02/16/21			
21-00410	6	NJAMER	N.J. AMERICAN WATER CO.	#1018-220024273714	1/7-2/2	15.56	R	02/09/21	02/16/21			
21-00410	7	NJAMER	N.J. AMERICAN WATER CO.	#1018-210024751262	1/7-2/2	15.56	R	02/09/21	02/16/21			
21-00410	8	NJAMER	N.J. AMERICAN WATER CO.	#1018-220020578035	1/7-2/2	15.56	R	02/09/21	02/16/21			
21-00410	9	NJAMER	N.J. AMERICAN WATER CO.	#1018-21022946248	1/6-2/1	38.86	R	02/09/21	02/16/21			
21-00410	10	NJAMER	N.J. AMERICAN WATER CO.	#101-210026879913	1/6-2/1	15.56	R	02/09/21	02/16/21			
21-00435	4	NJAMER	N.J. AMERICAN WATER CO.	#1018-210026563478	1/7-2/2	457.43	R	02/10/21	02/16/21			
21-00435	5	NJAMER	N.J. AMERICAN WATER CO.	#1018-210026565368	1/7-2/2	279.84	R	02/10/21	02/16/21			
21-00435	6	NJAMER	N.J. AMERICAN WATER CO.	#1018-220016120697	1/7-2/2	124.44	R	02/10/21	02/16/21			
21-00435	7	NJAMER	N.J. AMERICAN WATER CO.	#1018-210026234022	1/7-2/2	38.86	R	02/10/21	02/16/21			
21-00435	8	NJAMER	N.J. AMERICAN WATER CO.	#1018-210022681275	1/7-2/2	79.70	R	02/10/21	02/16/21			
21-00435	9	NJAMER	N.J. AMERICAN WATER CO.	#1018-210026644735	1/7-2/2	38.86	R	02/10/21	02/16/21			
21-00435	10	NJAMER	N.J. AMERICAN WATER CO.	#1018-210026565450	1/7-2/2	124.44	R	02/10/21	02/16/21			
21-00435	11	NJAMER	N.J. AMERICAN WATER CO.	#1018-220015607566	1/7-2/2	38.86	R	02/10/21	02/16/21			
21-00435	12	NJAMER	N.J. AMERICAN WATER CO.	#1018-210025101488	1/7-2/2	15.56	R	02/10/21	02/16/21			
21-00435	13	NJAMER	N.J. AMERICAN WATER CO.	#1018-210025502791	1/7-2/2	38.86	R	02/10/21	02/16/21			
21-00435	14	NJAMER	N.J. AMERICAN WATER CO.	#1018-210024806988	1/7-2/2	124.44	R	02/10/21	02/16/21			
21-00435	15	NJAMER	N.J. AMERICAN WATER CO.	#1018-210024807240	1/7-2/2	124.44	R	02/10/21	02/16/21			
21-00435	16	NJAMER	N.J. AMERICAN WATER CO.	#1018-210024807073	1/7-2/2	124.44	R	02/10/21	02/16/21			
21-00435	17	NJAMER	N.J. AMERICAN WATER CO.	#1018-210027461711	1/7-2/2	38.86	R	02/10/21	02/16/21			
21-00435	18	NJAMER	N.J. AMERICAN WATER CO.	#1018-210022646463	1/7-2/2	156.15	R	02/10/21	02/16/21			
Ext'd Total: LIGHT, HEAT, POW						2,022.86						

1-01-31-435-436-299	1	JCPL	STREET&TRAFFIC LIGHTING MISC.	#200 000 001 293 MASTER ACCT	1,384.44	R	02/09/21	02/16/21				
Ext'd Total: STREET/TRAFFIC						2,022.86						

Ext'd Total: STREET/TRAFFIC
1,384.44
Department Total: LIGHTING
3,407.30

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Account	Description			First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date Invoice	Type
Department: TELEPHONE							
Extd: TELEPHONE							
1-01-31-440-000-299	TELEPHONE Misc.						
21-00461 1 VERZON	VERIZON BUSINESS #152-069-551-0001-78 2/4-3/3	124.99	R	02/11/21	02/16/21		
21-00462 1 VERIZON	VERIZON WIRELESS #342269861-00001 1/5-2/4	3,039.50	R	02/11/21	02/16/21		
21-00462 2 VERIZON	VERIZON WIRELESS CREDIT	1,162.21	R	02/11/21	02/16/21		
		<u>2,002.28</u>					
	Extd Total: TELEPHONE	2,002.28					
	Department Total: TELEPHONE	2,002.28					
Department: GASOLINE							
Extd: GASOLINE							
1-01-31-460-000-299	GASOLINE Misc.						
21-00309 1 GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC #15585738 Sulfur Diesel Fuel	1,793.74	R	01/29/21	02/16/21	15585738	
21-00309 2 GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC #15585728 Unleaded RFG Fuel	6,893.92	R	01/29/21	02/16/21	15585728	
21-00310 2 GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC #15599978 Unleaded RFG Fuel	2,073.95	R	01/29/21	02/16/21	15599978	B
21-00311 2 GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC #15604200 Sulfur Diesel Fuel	671.99	R	01/29/21	02/16/21	15604200	B
		<u>11,433.60</u>					
	Extd Total: GASOLINE	11,433.60					
	Department Total: GASOLINE	11,433.60					
	CAFR Total:	16,843.18					
Department: MUNIC COURT							
Extd: MUNICIPAL COURT							
1-01-43-490-000-202	MUNIC COURT Office Supplies						
21-00279 1 MUNREC	MUNICIPAL RECORD SERVICE traffic tickets	405.00	R	01/28/21	02/16/21	210032	
21-00279 2 MUNREC	MUNICIPAL RECORD SERVICE SHIPPING	42.00	R	01/28/21	02/16/21	210032	
		<u>447.00</u>					

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Account	Description		Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor	Item Description				Enc Date	Date	Date Invoice	Type
1-01-43-490-000-247	MUNIC COURT Leases							
21-00417 1 GREFIN	GREATAMERICA FINANCIAL SVCS. INV #28581963 JANUARY 2021		145.00	R	02/09/21	02/16/21	28581963	
	Extd Total: MUNICIPAL COURT		592.00					
	Department Total: MUNIC COURT		592.00					
	CAFR Total:		592.00					
CAFR:	CURRENT FUND NON BUDGET ACCTS:							
Department:	TAXES PAYABLE:							
Extd:	TAXES PAYABLE:							
1-01-55-001-000-028	Refund of Prior Year Revenue							
21-00308 1 AUCZIN	AUCTION Z, INC. REFUND TSC 18-00053		419.08	R	01/29/21	02/17/21		
	Extd Total: TAXES PAYABLE:		419.08					
	Department Total: TAXES PAYABLE:		419.08					
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:		419.08					
	Fund Total: CURRENT		486,651.08					
Fund:	TRANSPORTATION UTILITY: BUDGET:							
Department:	UTILITY OE							
Extd:	TRANSPORT.UTILITY O/E: OTHER EXPENSES:							
1-06-55-502-000-204	TRANSP. UTILITY Copy/Reproduction							
21-00403 2 MUNCAP	MUNICIPAL CAPITAL CORPORATION #19027 CONTRACT PMT #37 OF 60		135.31	R	02/09/21	02/16/21		
1-06-55-502-000-215	TRANSPORT. UTILITY OE Software Lic.							
21-00369 1 ENVSYS	ENVIRONMENTAL SYSTEMS RESEARCH ArcGIS Desktop		400.00	R	02/05/21	02/16/21	93984013	
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:		535.31					
	Department Total: UTILITY OE		535.31					
	CAFR Total:		535.31					
	Fund Total: TRANSPORTATION UTILITY: BUDGET:		535.31					

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Account	Description					First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc	Date	Date	Date	Invoice		Type
Fund: SEWER UTILITY: BUDGET:										
Department: UTILITY OE										
Extd: SEWER UTILITY O/E: OTHER EXPENSES:										
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant									
21-00128 3 JEMIND	JEM INDUSTRIAL SERVICES, INC. 6 MLL Nitrile Gloves, Large	504.00	R		01/19/21	02/16/21		15-3067		
21-00128 4 JEMIND	JEM INDUSTRIAL SERVICES, INC. Shipping and Handling	22.00	R		01/19/21	02/16/21		15-3067		
		526.00								
1-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment									
21-00133 1 PILELE	PILOT ELECTRIC COMPANY, INC. New Myers 3 Phase Sewer Pump	1,485.00	R		01/19/21	02/16/21		62534		
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power									
21-00410 1 NJAMER	N.J. AMERICAN WATER CO. #1018-210027736255 1/7-2/2	2,536.74	R		02/09/21	02/16/21				
21-00410 2 NJAMER	N.J. AMERICAN WATER CO. #1018-210026277951 1/7-2/2	319.00	R		02/09/21	02/16/21				
21-00435 1 NJAMER	N.J. AMERICAN WATER CO. #1018-210027736385 1/7-2/2	2,114.96	R		02/10/21	02/16/21				
21-00435 2 NJAMER	N.J. AMERICAN WATER CO. #1018-210027736316 1/7-2/2	124.44	R		02/10/21	02/16/21				
21-00435 3 NJAMER	N.J. AMERICAN WATER CO. #1018-210026581681 1/7-2/2	38.86	R		02/10/21	02/16/21				
		5,134.00								
1-07-55-502-000-212	SEWER UTILITY OE Custodial Supplies									
21-00128 1 JEMIND	JEM INDUSTRIAL SERVICES, INC. Mayfair Toilet Tissue, 2ply	84.95	R		01/19/21	02/16/21		15-3067		
21-00128 2 JEMIND	JEM INDUSTRIAL SERVICES, INC. Bravo Kitchen Roll Towels	218.20	R		01/19/21	02/16/21		15-3067		
		303.15								
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services									
21-00252 1 SECWOR	SECURITY WORLD INC. Service Contract Agreement	600.00	R		01/28/21	02/16/21		58245		
21-00252 2 SECWOR	SECURITY WORLD INC. Securall Monitoring Service	540.00	R		01/28/21	02/16/21		58245		
21-00393 1 ANSWER	ANSERCOMM COMMUNICATIONS #M4541-020121 Answering Svcs	173.97	R		02/09/21	02/16/21		M4541-020121		
		1,313.97								
1-07-55-502-000-220	SEWER UTILITY O/E: Accounting									
21-00463 1 NJAMER	N.J. AMERICAN WATER CO. Usage data 4000206031 1.31.21	394.76	R		02/11/21	02/16/21		4000206031		

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Account	Description			First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date Invoice	Type
1-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies						
21-00379 1 AMERI005	AMERICAN AQUATIC TESTING, INC. Acute Effluent Toxicity Test	1,150.00	R	02/05/21	02/16/21	10988	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	10,306.88					
	Department Total: UTILITY OE	10,306.88					
	CAFR Total:	10,306.88					
	Fund Total: SEWER UTILITY: BUDGET:	10,306.88					
	Year Total:	497,493.27					
Fund:	GENERAL CAPITAL FUND BUDGET:						
Extd:	2016-40/Var.Communications System Imp.						
C-04-55-998-168-001	2016-40/Var.Communications Imp.						
20-01772 3 MOTOR005	MOTOROLA SOLUTIONS, INC C/O INVOICE #41295644 EQUIPMENT	152,921.54	R	06/25/20	02/16/21	41295644	B
	Extd Total: 2016-40/Var.Communications System Imp.	152,921.54					
	Department Total:	152,921.54					
	CAFR Total:	152,921.54					
	Fund Total: GENERAL CAPITAL FUND BUDGET:	152,921.54					
	Year Total:	152,921.54					
Fund:	GRANT FUND BUDGET:						
G-02-43-907-019-200	Mental Health Grant						
19-03515 5 HOMDRU	HOME DRUG PHARMACY Med Dist # 19-2 Home Drugs	5.47	R	10/30/19	02/16/21		B
19-03515 6 HOMDRU	HOME DRUG PHARMACY Med Dist #3	6.10	R	10/30/19	02/16/21		B
		11.57					
	Extd Total:	11.57					
	Department Total:	11.57					

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Account	Description		Amount	Stat/Chk	First	Rcvd	Chk/Void	P0
P.O. Id Item Vendor	Item Description				Enc Date	Date	Date Invoice	Type
Department: LOAN REPAYMENT								
G-02-43-940-021-200	Senior Center Grant							
21-00481 1 SPRCON	SPRINGWOOD CENTER CONDOMINIUM 1st Q 2021 Conod Fee		7,497.75	R	02/16/21	02/17/21		
	Extd Total:		7,497.75					
	Department Total: LOAN REPAYMENT		7,497.75					
	CAFR Total:		7,509.32					
	Fund Total: GRANT FUND BUDGET:		7,509.32					
	Year Total:		7,509.32					
Fund: TRUST OTHER								
T-20-56-850-856-801	Reserve for Special Duty Assignment							
21-00195 1 JLD08005 J.L. DOBBS, INC.	REFUND J.L.DOBBS PMT-10/19/20		685.00	R	01/25/21	02/16/21		
	Extd Total:		685.00					
T-20-56-850-860-801	Reserve for Unemployment Compensation							
21-00466 1 NJLABO	NJ DEPT.OF LABOR:DIV.OF EMPLOY 4TH QTR 2020 UNEMPLOYMENT		50,588.40	R	02/11/21	02/16/21		
	Extd Total:		50,588.40					
	Department Total:		51,273.40					
	CAFR Total:		51,273.40					
	Fund Total: TRUST OTHER		51,273.40					
Fund: PLANNING & ZONING ESCROW FUND BUDGET:								
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:								
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)							
21-00189 5 INSENG	INSITE ENGINEERING, LLC ZB Invoice number 22954		2,862.50	R	01/25/21	02/17/21	22954	
	Extd Total:		2,862.50					
	Department Total:		2,862.50					

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Account	Description			First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date Invoice	Type
Department: PERS							
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)						
20-03418 4 INSENG	INSITE ENGINEERING, LLC PB Invoice 23060	2,600.00	R	12/18/20	02/16/21	23060	
21-00415 2 JACSER	JACK A. SERPICO PB-21-01 E AP Beach Club	562.50	R	02/09/21	02/16/21		
21-00415 8 JACSER	JACK A. SERPICO PB-21-01 E AP Beach	487.50	R	02/09/21	02/16/21		
21-00458 1 INSENG	INSITE ENGINEERING, LLC PB Invoice 22949	675.00	R	02/11/21	02/16/21	22949	
		<u>4,325.00</u>					
	Extd Total:	4,325.00					
	Department Total: PERS	4,325.00					
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)						
20-03418 5 INSENG	INSITE ENGINEERING, LLC PB Invoice 23059	1,128.13	R	12/18/20	02/16/21	23059	
21-00189 1 INSENG	INSITE ENGINEERING, LLC PB Invoice number 22947	2,272.50	R	01/25/21	02/17/21	22947	
		<u>3,400.63</u>					
	Extd Total:	3,400.63					
	Department Total:	3,400.63					
T-21-00-477-000-299	300 6TH AVENUE (300 6TH AVENUE,LLC)						
21-00415 6 JACSER	JACK A. SERPICO ZB-21-01 E 300 Sixth	150.00	R	02/09/21	02/16/21		
	Extd Total:	150.00					
	Department Total:	150.00					
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)						
21-00189 4 INSENG	INSITE ENGINEERING, LLC ZB Invoice number 22955	560.00	R	01/25/21	02/17/21	22955	
	Extd Total:	560.00					
	Department Total:	560.00					
T-21-00-491-000-299	215 BORDEN/1302 MATTISON(SIG2X,LLC)						
21-00415 7 JACSER	JACK A. SERPICO ZB-21-01 E 1302 Mat	150.00	R	02/09/21	02/16/21		
	Extd Total:	150.00					
	Department Total:	150.00					

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Account	Description			First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc Date	Date	Date Invoice	Type
Department: PUBLIC DEFEND.							
T-21-00-495-000-299	900-901 MATTISON AVE(ASBURY MEM.PARKWAY)						
20-03418 1 INSENG	INSITE ENGINEERING, LLC PB Invoice 23062	1,800.00	R	12/18/20	02/16/21	23062	
	Extd Total:	1,800.00					
	Department Total: PUBLIC DEFEND.	1,800.00					
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)						
21-00189 6 INSENG	INSITE ENGINEERING, LLC ZB Invoice number 22957	200.00	R	01/25/21	02/17/21	22957	
21-00415 5 JACSER	JACK A. SERPICO ZB-21-01 E 704 Fourth	937.50	R	02/09/21	02/16/21		
		1,137.50					
	Extd Total:	1,137.50					
	Department Total:	1,137.50					
Department: UTILITY S&W							
T-21-00-501-000-299	1112-1114 MAIN ST(INSPECTION FEES)						
21-00189 2 INSENG	INSITE ENGINEERING, LLC PB Invoice number 22948	315.00	R	01/25/21	02/17/21	22948	
	Extd Total:	315.00					
	Department Total: UTILITY S&W	315.00					
T-21-00-504-000-299	722-724 COOKMAN(INSPECTION)(C&C COOKMAN)						
21-00189 3 INSENG	INSITE ENGINEERING, LLC PB Invoice number 22950	202.50	R	01/25/21	02/17/21	22950	
	Extd Total:	202.50					
	Department Total:	202.50					
Department: DOWN PAYMENT							
T-21-00-510-000-299	1101 KINSLEY AVE(ASBURY PARTNERS/iSTAR)						
20-03418 2 INSENG	INSITE ENGINEERING, LLC PB Invoice 23063	2,052.50	R	12/18/20	02/16/21	23063	
	Extd Total:	2,052.50					
	Department Total: DOWN PAYMENT	2,052.50					

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Purchase Order Listing By Budget Account

Account	Description		Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor	Item Description				Enc Date	Date	Date Invoice	Type
Department: CAP. IMP. FUND								
T-21-00-511-000-299	1405 4TH AVENUE(1405 4TH,LLC)							
20-03418 3 INSENG	INSITE ENGINEERING, LLC	PB Invoice 23064	1,600.00	R	12/18/20	02/16/21	23064	
21-00415 3 JACSER	JACK A. SERPICO	PB-21-01 E AP 1405 Fourth Ave	112.50	R	02/09/21	02/16/21		
			1,712.50					
	Extd Total:		1,712.50					
	Department Total: CAP. IMP. FUND		1,712.50					
T-21-00-516-000-299	507 BOND ST(INSPECTION)(EAGON BROS.PTR.)							
20-03418 6 INSENG	INSITE ENGINEERING, LLC	ZB Invoice 23057	792.50	R	12/18/20	02/16/21	23057	
	Extd Total:		792.50					
	Department Total:		792.50					
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:		19,460.63					
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:		19,460.63					
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW								
T-48-56-850-000-822	216 3RD AVE/215 2ND AVE(K.HOVNANIAN DEV)							
21-00037 9 MARFAL	MARAZITI FALCON, LLP	#45322: K. HOVNANIAN	264.69	R	01/14/21	02/16/21	45322	
T-48-56-850-000-825	AP TRIANGLE(ASBURY PARTNERS,LLC/istar)							
21-00037 6 MARFAL	MARAZITI FALCON, LLP	#45515: iSTAR/AP TRIANGLE	617.50	R	01/14/21	02/16/21	45515	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)							
21-00037 7 MARFAL	MARAZITI FALCON, LLP	#45513: 202 7TH AVENUE, LLC	682.50	R	01/14/21	02/16/21	45513	
21-00037 8 MARFAL	MARAZITI FALCON, LLP	#45709: 202 7TH AVENUE, LLC	1,820.00	R	01/14/21	02/16/21	45709	
			2,502.50					
T-48-56-850-000-830	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)							
21-00037 10 MARFAL	MARAZITI FALCON, LLP	#45322: K. HOVNANIAN	11,432.06	R	01/14/21	02/16/21	4522	
21-00037 11 MARFAL	MARAZITI FALCON, LLP	#45512: K. HOVNANIAN	292.50	R	01/14/21	02/16/21	45512	
21-00037 12 MARFAL	MARAZITI FALCON, LLP	#45708: K. HOVNANIAN	585.00	R	01/14/21	02/16/21	45708	
21-00450 1 ANSZAR	ANSELL,GRIMM & AARON, P.C.	Invoice 464258 Hovnanian	87.50	R	02/10/21	02/16/21	464258	
			12,397.06					

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Account	Description					First	Rcvd	Chk/Void		PO
P.O. Id Item Vendor	Item Description	Amount	Stat/Chk	Enc	Date	Date	Date	Invoice		Type
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN,LLC/BERKLEY HOTEL)									
21-00356 1 MARFAL	MARAZITI FALCON, LLP #44480: Berkeley Hotel(Escrow)	5,785.00	R		02/04/21	02/16/21		44480		
21-00356 2 MARFAL	MARAZITI FALCON, LLP #44781: Berkeley Hotel(Escrow)	4,842.50	R		02/04/21	02/16/21		44781		
21-00356 3 MARFAL	MARAZITI FALCON, LLP #45030: Berkeley Hotel(Escrow)	3,445.00	R		02/04/21	02/16/21		45030		
		14,072.50								
T-48-56-850-000-838	500 GRAND AVENUE(HOPE ACADEMY CH.SCHOOL)									
21-00449 1 ANSZAR	ANSELL,GRIMM & AARON, P.C. Invoice 464265 Hope Academy	160.00	R		02/10/21	02/16/21		464265		
	Extd Total:	30,014.25								
	Department Total:	30,014.25								
	CAFR Total:	30,014.25								
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW	30,014.25								
	Year Total:	100,748.28								
Total Charged Lines: 292	Total List Amount: 908,967.85	Total Void Amount: 0.00								

Attachment: Bill List 2-24-21 (2021-120 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	98,736.43	0.00	0.00	98,736.43
TRANSPORTATION UTILITY: BUDGET:	0-06	2,500.00	0.00	0.00	2,500.00
SEWER UTILITY: BUDGET:	0-07	49,059.01	0.00	0.00	49,059.01
Year Total:		150,295.44	0.00	0.00	150,295.44
CURRENT	1-01	486,651.08	0.00	0.00	486,651.08
TRANSPORTATION UTILITY: BUDGET:	1-06	535.31	0.00	0.00	535.31
SEWER UTILITY: BUDGET:	1-07	10,306.88	0.00	0.00	10,306.88
Year Total:		497,493.27	0.00	0.00	497,493.27
GENERAL CAPITAL FUND BUDGET:	C-04	152,921.54	0.00	0.00	152,921.54
GRANT FUND BUDGET:	G-02	7,509.32	0.00	0.00	7,509.32
TRUST OTHER	T-20	51,273.40	0.00	0.00	51,273.40
PLANNING & ZONING ESCROW FUND BUDGET: T-21		19,460.63	0.00	0.00	19,460.63
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		30,014.25	0.00	0.00	30,014.25
Year Total:		100,748.28	0.00	0.00	100,748.28
Total of All Funds:		908,967.85	0.00	0.00	908,967.85

February 24, 2021 Council Meeting

Balance Brought Forward from Total List Amount	908,967.85
Treas. State of NJ/727 Fund NJDEP, Trust Fund Management	\$ 8,117.01
Treas. State of NJ/727 Fund NJDEP, Trust Fund Management	\$ 12,938.06
Monmouth Internet Corporation	\$ 4,359.24
County of Monmouth Taxes	\$ 1,311,232.26
Asbury Park Board of Education	\$ 866,620.00
	<u>\$ 3,112,234.42</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-121

Resolution awarding the bid for traffic control signage to Glenco Supply Inc. for two years from February 2021 through February 2023.

2019 Base Bid from Glenco was \$26,500.00

2021 Base Bid from Glenco is \$23,902.00



RESOLUTION NO. 2021-121

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

RESOLUTION AWARDING BID FOR TRAFFIC CONTROL SIGNAGE

WHEREAS, on Friday, February 12, 2021 the City of Asbury Park (the “City”) accepted and received two (2) sealed bids for Traffic Control Signage; and

WHEREAS, it has been determined that Glenco Supply, Inc.. submitted the lowest responsible bid in accordance with the bid specifications; and

WHEREAS, it is the desire of the governing body to award a contract to Glenco Supply Inc. for Traffic Control Signage; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that it hereby awards the Traffic Control Signage to Glenco Supply Inc..

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-121 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 24th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK

City of Asbury Park
BID PROPOSAL FORM
Friday, February 12, 2021
11:00 AM

Traffic Control Signage

The undersigned proposes to furnish and deliver the above goods/service pursuant to the bid specification.

Do deviations exist: YES _____ NO ✓

If you checked YES, please itemize them on a separate page giving a description of the deviation according to the item and attach them to this form.

Total bid including all items on page four and five:

\$ 23,902.00

Written Total Bid:

\$ Twenty Three Thousand Nine Hundred Two Dollars

Glenco Supply, Inc
 Company Name

223 796 889
 Federal I.D. # or Social Security #

P.O. Box 638 Oakhurst, N.J. 07755
 Address

[Signature]
 Signature of Authorized Agent

Steve Roberts
 Type or Print Name

732-995-8753
 Telephone Number

1-27-21
 Date

732-256-1119
 Fax Number

Steve@Glencosupply.com
 E-mail address

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

City of Asbury Park
BID PROPOSAL FORM
Friday, February 12, 2021
11:00 AM

Traffic Control Signage

Please provide the amount bid for ten (10) of each item according to the corresponding item number. Actual orders may vary. Protective overlay only needed on reprinted signs.

<u>ITEM</u>	<u>AMOUNT BID – QTY 10</u>
1. Engineer Grade Prismatic (EGP) Finished Sign 3M Reflective with protective overlay from fading and stickers: 12" x 18"	95. ⁰⁰
18" x 24"	180. ⁰⁰
24" x 48"	518. ⁰⁰
2. Engineer Grade Prismatic (EGP) Finished Sign – Reprinted on existing Aluminum Sign with 3M Reflective with protective overlay from fading and stickers: 12" x 18"	61. ⁰⁰
18" x 24"	120. ⁰⁰
24" x 48"	300. ⁰⁰
3. Breakaway Sign Post with Base, Hardware 96" length and 2" width, u-channel, color green	240. ⁰⁰
4. Sign Bracket for Sign Poles with 5/16" Bolts, 42" hose clamp	70. ⁰⁰
5. Sign Bracket Strapping with Buckle, Seal	35. ⁰⁰
6. In-Street Stop for Pedestrian Sign, Portable Base	2850. ⁰⁰
7. In- Street Stop Sign, Portable Base	1,700. ⁰⁰
8. In-Street Regulatory 12" x 18" Signs, Portable Base	1500. ⁰⁰
9. 6" Tall Flat High Reflective Street Name Sign Double Faced, Green and White Lettering	210. ⁰⁰
10. Street Sign Bracket	60. ⁰⁰
11. R1-1 Stop Sign 30"	280. ⁰⁰

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

<u>ITEM</u>	<u>AMOUNT BID – QTY 10</u>
12. R-1-2 Yield Sign 30"	150.00
13. R6- 1 One-Way Sign	150.00
14. R5-1 So Not Enter Sign 30"	310.00
15. 1/16" Plastic Stencil – 10" Letters	85.00
16. 1/16" Plastic Stencil – Custom approximately 24" x 24"	88.00
17. R1-1 Solar LED Traffic Stop Sign, Fully Enclosed 36"	14,000.00
18. R4-11 Bikes May Use Full Lane Sign	240.00
19. R3-17 Bile Lane	180.00
20. R3-17a Bike Lane Plague	90.00
21. R3-17b Bile Lane Plaque	90.00
22. R5-2 No Trucks Sign 18' x 24'	150.00
23. R14-1 Thru Truck Route Sign 18' x 24"	150.00

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

2/11/21

To Whom it May Concern,

This letter is to certify that Glenco Supply Inc. has not had any Ethics Violations in the history of our company. We were established in 2003.

If you have any questions, please feel free to contact me anytime.

Regards,



Glen Abrams
President
glen@glencosupply.com

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☒

Acknowledged for: Glenco Supply Inc.
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Glen Abrams
(Print or Type)

Title: President

Date: 1/27/21

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

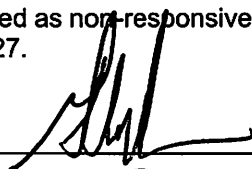
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Glenco Supply Inc
 PRINT NAME: Glen Abrams
 DATE: 1/27/21

SIGNATURE: 
 TITLE: Pres.

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Glenco Supply Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|--|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☒ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Glen Abrams

Name: _____

Home Address: 28 ASLOT Dr.

Home Address: _____

Ocean, NJ 07712

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

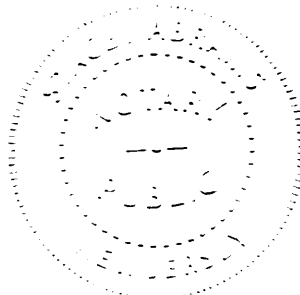
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 28th day of January, 2021.

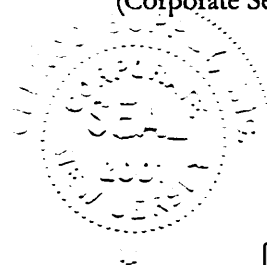
(Notary Public)
Stacey Abrams
 My Commission expires: _____

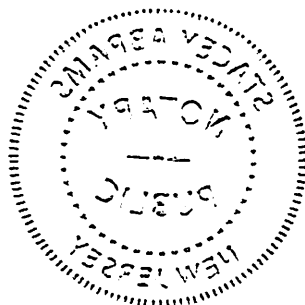
STACEY ABRAMS
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 3/24/2021




 (Affiant)
Glen Abrams, President
 (Print name & title of affiant)

(Corporate Seal)





STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

ADDRESS: **847 ROEBLING AVE
 TRENTON NJ 08611**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)

TRADE NAME: **CLIENT REGISTRATION**

SEQUENCE NUMBER: **0107330**

ISSUANCE DATE: **07/14/04**

John S. Tully
 Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
 TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GLENCO SUPPLY, INC.

Trade Name: PO BOX 638

Address: OAKHURST NJ 07755

Certificate Number: 1018855

Effective Date: October 02, 2003

Date of Issuance: January 18, 2014

For Office Use Only:

20140118132621029

**Glenco Supply Inc.
P.O. Box 638
Oakhurst, NJ 07755**

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

Disclosure of Investment Activities in Iran

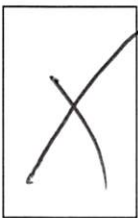
Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

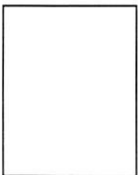
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the *<name of contracting unit>* is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *<reference to contracting unit>* to notify the *<reference to contracting unit>* in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the *<name of contracting unit>* and that the *<reference to contracting unit>* at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Glen Abrams

Title: Pres. Dir.

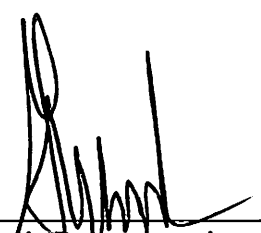
Signature: [Handwritten Signature]

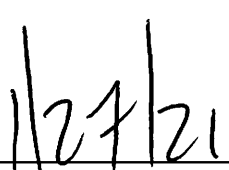
Date: 1/27/21

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT FORM**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Vendor's Representative
Signature of Acknowledgement

Date of Acknowledgement

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

SS:

I, Glen Abrams residing in Ocean Twp
(name of affiant) (name of municipality)
in the County of Monmouth and State of NJ of
full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Glenco Supply Inc.
(Title or position) (Name of firm)

_____ the bidder making this Proposal for the bid
entitled Traffic Control Signage, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

C&S relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Glenco Supply Inc.

Subscribed and sworn to

before me this day

January 28, 2021.

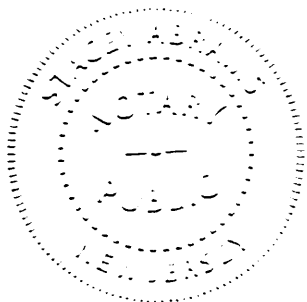
Stacey Abrams
Notary public of New Jersey

Signature _____
Glen Abrams Pres
(Type or print name of affiant under signature)

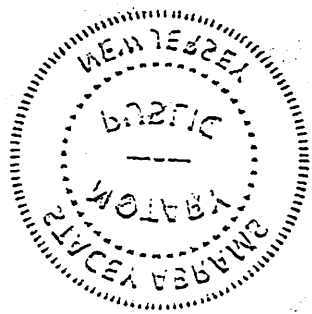
My Commission expires _____

(Seal)

STACEY ABRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/24/2021



Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)



Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Glenco Supply Inc.

Business name, if different from above

PO Box 638

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Oakhurst, NJ 07755

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

22-3796889

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/18/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

S1-1 School Zone Series



- MUTCD Compliant
- Solar or AC Powered
- Day or Night Visibility
- White or Yellow LED's
- Multiple Activation Options
- Fast - Easy Installation
- Mounting Systems Available



Night View

Solar Traffic Systems is an industry leader in enhancing traffic safety with LED lighted traffic signage. We are setting the standards in traffic control with our LED traffic signs, visible day or night. Standard or custom signs with multiple configuration options are available.

Solar Traffic Systems
Incorporated
Manufacturer of LED Traffic Signs

School Zone LED Sign

3.C.2.a

Solar / AC Powered

S1-1 Model

Specifications

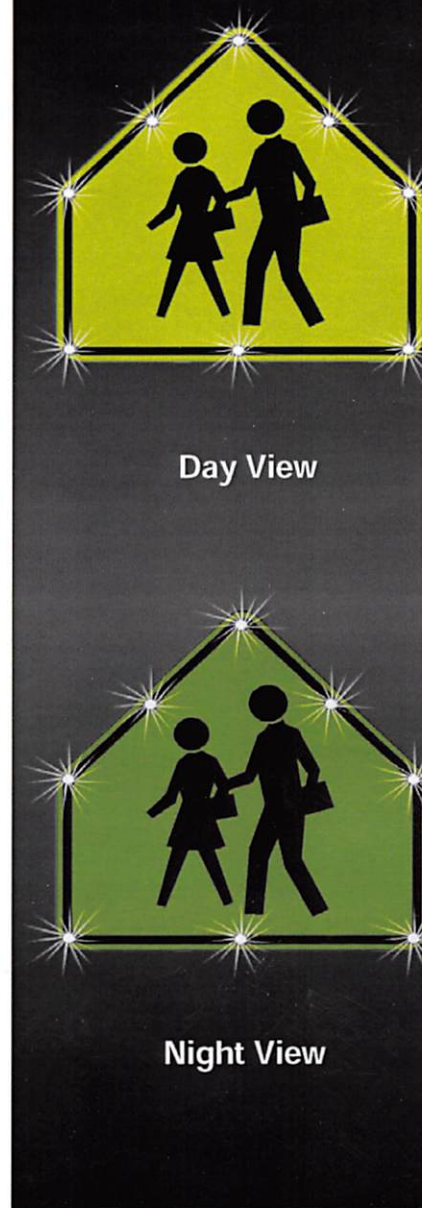
Construction	.080 Highway Grade Aluminum / Stainless Fasteners
Reflective Sheeting	Type IX Reflective Sheeting Fluorescent Yellow Green Sheeting
Circuitry Technology	Sealed PCB Technology Micro-Controller Circuitry 24 Hour Operation 50 to 60 Times Minute Flash Rate
Solar/AC/Battery Specifications (Depending on Model)	15-20 Watt Polycrystalline Solar Cell 6-12 Volt SLA Battery (2 to 4-year battery life) AC Power (120 volt 2 amp required)
LED Lighting	8 - G2 LED Lights in Sign Perimeter Cree High Power LED – Max 3.5 Watts Field Replaceable Grommet Mounted Lights Reflective LED Lighting (Patented)
Sizes	30" / 36" / 48"

Specifications subject to change without notice

Features

- MUTCD Section 2A.07 / 2A.08 Compliant
- Flash Rate 50 to 60 Times per Minute
- Up to 25 Days of Operation Flashing 24 hours 7 days
- LED Life Expectancy over 100,000 hours
- White / Yellow LED Lights
- Multiple Mounting Hardware Options
- Keyed On / Off Switch
- Easy Battery Replacement in Field
- Quick LED Light Replacement

Options: Standard & Deluxe Timers / Wireless Activation-Communications
Push Button Activation



Warranty

10 Year Solar Collector Panel
5 Year Sign Construction
2 Year PCB/LED Technology
1 Year Battery

■ Patent # 7,937,868 Other Patents Pending

■ Call Toll Free: 877-977-SIGN (7446)

www.ustrafficsystems.com

Solar Traffic Systems
Incorporated
Manufacturer of LED Traffic Signs

16135 New Ave Ste #2
Lemont, IL 60439
Office 331-318-8
Fax 630-491-1500

Packet Pg. 65

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

Regulatory Series LED Signs

Solar / AC Powered

Regulatory Series

Specifications

Construction	.080 Highway Grade Aluminum/ Stainless Fasteners
Reflective Sheeting	Type IX Reflective Sheeting
Circuitry Technology	Sealed PCB Technology Micro-Controller Circuitry 24 Hour Operation 50 to 60 Times Minute Flash Rate
Solar/AC/Battery Specifications (Depending on Model)	15-20 Watt Polycrystalline Solar Cell 6-12 Volt SLA Battery (2 to 4-year battery life) AC Power (120 Volt 2 Amp Required)
LED Lighting	8-G2 LED Lighting in Sign Perimeter Cree High Power Red LED - Max 3.5 Watts Field Replacement Grommet Mounted Lights Reflective LED Lighting (Patented)
Sizes	18" x 24" (6 LED's ONLY) / 24" x 30" 30" x 36" / 36" x 48" / 48" x 60"

Specifications subject to change without notice

Features

- MUTCD Section 2A.07 / 2A.08 Compliant
- Flash Rate 50 to 60 Times Per Minute
- Up to 25 Days of Operation Flashing 24 Hours 7 Days
- LED Life Expectancy over 100,000 Hours
- White / Yellow LED Lights
- Tuf-Nut Security Mounting Hardware (Pole not Included)
- Keyed On / Off Switch
- Easy Battery Replacement in Field
- Quick LED Light Replacement

Options: Standard & Deluxe Timers / Wireless Activation-Communications
Push Button Activation

- Patent # 7,937,838



Day View



Night View

Speed Limit signs are just an example of a rectangular/regulatory LED traffic sign. Numbers and/or symbols can be changed and have no impact on pricing.

Warranty

10 Year Solar Collector Panel
5 Year Sign Construction
2 Year PCB/LED Technology
1 Year Battery

Attachment: Glenco Supply Proposal (2021-121 : Awarding Bid for Traffic Control Signage)

Regulatory Series Signs



- MUTCD Compliant
- Solar or AC Powered
- Day or Night Visibility
- Red, White or Yellow LED's

- Multiple Activation Options
- Fast - Easy Installation
- Mounting Systems Available



Traffic Control Signage

February 12, 2021

11:00AM

3.C.2.b

VENDOR NAME	Glenco Supply, Inc.	Garden State Highway Products, Inc.
ADDRESS	P.O. Box 638 Oakhurst, NJ 07755	301 Riverside Drive Millville, NJ 08332
CONTACT	Steve Roberts	Sharon Green
TELEPHONE NUMBER	(732) 995 - 8753	(856) 692 -7572
EMAIL ADDRESS	steve@glencosupply.com	sharon@gshpinc.com
Engineer Grade Prismatic (EGP) Finished Sign – Reprinted on Existing Aluminum Sign with 3M Reflective with protective overlay from fading and stickers		
12" x 18"	\$ 95.00	\$ 147.80
18" x 24"	\$ 180.00	\$ 295.50
24' x 48"	\$ 518.00	\$ 788.00
Engineer Grade Prismatic (EGP) Finished Sign – Reprinted on Existing Aluminum Sign with 3M Reflective with protective overlay from fading and stickers		
12" x 18"	\$ 61.00	\$ 75.10
18" x 24"	\$ 120.00	\$ 150.30
24' x 48"	\$ 300.00	\$ 400.80
Breakaway Sign Post with Base, Hardware	\$ 240.00	\$ 260.40
Sign Bracket for Sign Poles with 5/16" Bolt	\$ 70.00	\$ 31.20
Sign Bracket Strapping with Buckle, Seal	\$ 35.00	\$ 57.40
In-Street Stop for Pedestrian Sign, Portable Base	\$ 2,850.00	\$ 3,150.00
In-Street Stop Sign, Portable Base	\$ 1,700.00	\$ 2,200.00
In-Street Regulatory 12"x18" Signs, Portable Base	\$ 1,500.00	\$ 2,350.00
Standard Street Sign	\$ 210.00	\$ 167.00
Street Sign Bracket	\$ 60.00	\$ 37.60
R1-1 Stop Sign 30"	\$ 280.00	\$ 296.40
R1-2 Yield Sign 30"	\$ 150.00	\$ 176.30
R6-1 One-Way Sign	\$ 150.00	\$ 151.00
R5-1 Do Not Enter Sign 30"	\$ 310.00	\$ 314.20
1/16" Plastic Stencil – 10" Letters	\$ 85.00	\$ 94.00
1/16" Plastic Stencil – Custom (approx. 24"x24")	\$ 88.00	\$ 1,475.00
R1-1 Solar LED Traffic Stop Sign, Fully Enclosed 36"	\$ 14,000.00	\$ 14,500.00
R4-11 Bikes May Use Full Lane Sign	\$ 240.00	\$ 314.20
R3-17 Bike Lane	\$ 180.00	\$ 251.50
R3-17a Bike Lane Plaque	\$ 90.00	\$ 98.60
R3-17b Bike Lane Plaque	\$ 90.00	\$ 125.80
R5-2 No Trucks Sign 18"x24"	\$ 150.00	\$ 201.20
R14-1 Thru Truck Route Sign 18"x24"	\$ 150.00	\$ 150.90
TOTAL BID	\$ 23,902.00	\$ 28,260.20
NOTES		

Attachment: Traffic Control Signage Bid Summary (2021-121 : Awarding Bid for Traffic Control Signage)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-122

Resolution authorizing the purchase of a new salt spreader for a pick-up truck at DPW.
Some of the streets are too narrow for a snow plow to get down. This will allow DPW to apply salt on those streets during inclement weather.



RESOLUTION NO. 2021-122

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

RESOLUTION AUTHORIZING PURCHASE OF A SALT SPREADER FOR A DPW PICK-UP TRUCK

WHEREAS, the City of Asbury Park ("City") has a need to purchase new salt spreader for a Department of Public Workers pick-up truck; and

WHEREAS, the City has solicited and obtained two quotes John Guire Supply and Grainger.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of new salt spreader to John Guire Supply in an amount of \$5,999.99; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-26-290-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a new salt spreader for a DPW pick-up truck in the amount of \$5,999.99 and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-122 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 24th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK

JOHN GUIRE CO.



QUOTE

187 Brighton Avenue
Long Branch, NJ 07740
Phone (732) 222-0613 Fax (732) 263-2818

DATE 2/3/2021
Quotation # 1
Customer ID

Quotation For:

Quotation valid until: **90 DAYS**
Prepared by: James D

Asbury Park DPW
1 Municipal Plz
Asbury Park 07712

Attn:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
		TBD			

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
	<u>Prices include Municipal Discounts</u>			
1	Fisher Stainless Caster 8' 2.0CUYD		N	\$5,999.99
	This price Includes installation at NO extra charge.			
SUBTOTAL				\$ 5,999.99
TAX RATE				
SALES TAX				
OTHER				
TOTAL				\$ 5,999.99

THANK YOU FOR YOUR BUSINESS!

Product Categories / Outdoor Equipment / Sprayers and Spreaders / Tailgate Spreaders / 2.5 Electric Poly Hopper Spreader



Tap image to zoom.

SALTDogg

2.5 Electric Poly Hopper Spreader

Item #60NJ03 Mfr. PRO2500
Model #
UNSPSC #0 Catalog Page N/A
#

Country of Origin USA. Country of Origin is subject to change.

Web Price

\$8,596.53 / each

This item requires special shipping,
additional charges may apply.

Qty
1

Add to Cart



Shipping



Pickup

Availability

Ships from supplier.
Expected to arrive on or before
Mon. Feb 22.

Ship to 07701 | Change

Shipping Weight 986 lbs

Ship Availability Terms

Technical Specs

Add to List

Item	2.5 Electric Poly Hopper Spreader	Width	48 in
For Use With	Commercial and Residential, Parking Lots, Property Maintenance, Small Business	Depth	124 3/4 in
		Auger Type	Full Length
		Spinner Size	12 in
		Spinner Type	Polyurethane
Capacity	67.5 cu ft	Includes	Fitted Tarp, Remote Auger Bearing Grease Kit, Tie Downs, Top Screen, Vibrator
Spread Width	5 to 30 ft		
Mount Type	Bed		
Hopper Material	Polyethylene		
Height	44 1/4 in	Includes Mounting Hardware	Yes

Compliance and Restrictions

This item is restricted for international sale.



Chat with an Ag

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE: 2-3-21

DESCRIPTION of Purchase:

Fisher salt spreader for
pick up

REASON for Purchase

AMOUNT: 5999.99

VENDOR'S NAME AND ADDRESS: John bare

REMARKS:

REQUESTED BY: _____

DPW DIRECTOR'S APPROVAL _____

Attachment: SALT SPREADER QUOTES (2021-122 : Purchase of a Salt Spreader for a DPW Pick-up Truck)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-123

This is the resolution to refer the residential project at Block 4001, Lots 2-15 (Kingsley Street, Third Avenue and Fourth Avenue) for Planning Board Site Plan Review and recommending the planning board consider the recommendations of the Waterfront Technical Review Committee.



RESOLUTION NO. 2021-123

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ASBURY PARK, ACTING AS THE REDEVELOPMENT ENTITY, GRANTING CONCEPTUAL APPROVAL TO AP BLOCK 4001 VENTURE URBAN RENEWAL, LLC REGARDING RESIDENTIAL DEVELOPMENT ON BLOCK 4001, LOTS 2-15 (KINGSLEY STREET, THIRD AVENUE AND FOURTH AVENUE) AND REFERRING THE MATTER TO THE PLANNING BOARD FOR APPROPRIATE APPROVALS

WHEREAS, on June 5, 2002 the City Council adopted Ordinance No. 2607 adopting the Amended Waterfront Redevelopment Plan for the City of Asbury Park (the “**Redevelopment Plan**”) which provides for the redevelopment of certain properties situated in the Waterfront Redevelopment Area; and

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

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

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

WHEREAS, the City by resolution has designated AP Block 4001 Venture Urban Renewal, LLC, with offices at c/o iStar, 1100 Ocean Avenue, Asbury Park, NJ 07712 ,(the “**Entity**”) as a Subsequent Developer and authorized the execution of a Subsequent Developer Agreement between the City, Master Developer, and the Entity, which agreement is annexed hereto as Exhibit A; and

WHEREAS, the Entity is an affiliate of Master Developer, which pursuant to the Redeveloper Agreement and Redevelopment Plan, intends to redevelop vacant land into a mixed use project consisting of approximately 206 residential rental apartment units located within a

mixed use structure that varies in height from 3 to 6 stories, structural parking containing approximately 249 parking spaces, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units, approximately 4,600 square feet of ground floor commercial space located within the 3 to 6 story mixed use structure and all together with related amenities and improvements in accordance with the project description and architectural plans attached as Exhibit ‘A’ (“**Project Description**”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 4001, Lots 2-15 on the tax maps of the City, which is within the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, the Entity’s Project complies with the Redevelopment Plan except for waivers to be considered and granted by the planning board sought for: building wall materials, door materials, window posts, window ratios and facade colors; and

WHEREAS, the City’s Technical Review Committee (the “TRC”) reviewed the Project at a meeting held on November 13, 2020; and

WHEREAS, the Director of Planning and Redevelopment issued a report on behalf of the TRC dated November 30, 2020 as attached hereto as Exhibit B, recommended that the Mayor and Council, acting as Redevelopment Entity, grant conceptual approval of the Project, and further that recommendations of the TRC and her additional recommendations be incorporated; and

WHEREAS, the Entity presented the Project and reviewed the plans with the Mayor and Council at the workshop session on December 9, 2020; and

WHEREAS, the Mayor and City Council, acting as the city’s Redevelopment Entity, wish to set forth their conceptual approval for the Entity’s Project, and to refer the matter to the Planning Board for appropriate approvals, including, but not limited to Preliminary and Final Site Plan approvals and considerations of the recommendations of the City Director of Planning and Redevelopment and the TRC in the memo dated November 30, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, acting as the Redevelopment Entity, as follows:

1. The recitals are incorporated herein by reference.
2. The Project is hereby granted conceptual approval and referred to the Planning Board for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and Municipal Land Use Law.
3. The Mayor and Council, recommend that the Planning Board take into regard the following site recommendations of the TRC and the Director of Planning and Redevelopment:

A second rendering showing the view from the Northwest corner of the project and a rendering between the townhomes and 206 unit building

Applicant shall show calculation of how there are 60 free parking spaces in the Ocean Club building.

Applicant shall ensure that there will be no light spillage from ceiling lights or car lights in the parking garage into the public ROW and that there will be no glare produced.

Applicant shall explore making stoops larger if possible

Applicant shall explore roof top solar before application to the planning board.

Applicant shall explore opportunities for small color accents in all buildings.

Applicant shall explore a small return at the roofline to create a shadowline.

Leaders and downspouts shall be incorporated into the façade design or run internal to the building.

Applicant shall ensure that the garage grillwork is attractive and helps camouflage that the ground level is a garage. Applicant shall also explore a louver system at the openings as a design solution.

Applicant will add more trash cans, benches and bike racks to the streetscape. Separate bike storage will be provided internally for apartment building residents.

4. This Resolution shall take effect immediately.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-123 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

Exhibit A

Project Description

PROJECT DESCRIPTION BLOCK 4001, LOTS 2 through 15

Overview

Applicant is seeking preliminary and final minor site plan approval, preliminary and final minor subdivision approval, and relief from the Waterfront Redevelopment Plan Architectural Guidelines to develop a three-phase multi-family project on Block 4001, Lots 2 through 15 (the "Property"). The Property is located within the Waterfront Redevelopment Area and currently consists of 14 separate tax lots, which collectively front on Kingsley Street, Third Avenue, and Fourth Avenue. The Property is vacant, except for a former staging area that was used during the construction of Asbury Ocean Club.

On the eastern portion of the Property, Applicant proposes a mid-rise mixed-use building consisting of 206 dwelling units, approximately 4,600 square feet of retail and an enclosed parking garage. On the western portion of the Property, Applicant proposes 20 townhomes with 2 car garages and a courtyard amenity. The proposed project will be constructed in three phases, identified as A, B and C.

Subdivision

Applicant proposes to consolidate 14 tax lots to create three tax lots. The first lot, measuring 78,173 sf, will house the mid-rise multi-family apartment building and will have frontage on Kingsley Street, Third Avenue, and Fourth Avenue. The second lot, measuring 17,403 sf, will front on Fourth Avenue and will contain 10 townhomes. The third lot, measuring 17,403 sf, will front on Third Avenue and will contain 10 additional townhomes. All proposed lot areas comply with the Waterfront Redevelopment Plan. The development project on each phase fronts its respective street.

Phase A (Multi-Family, Mixed Use Building)

Phase A will consist of the 206 apartment-style dwelling units and related amenities on the eastern portion of the Property. The proposed mixed-use building varies in height from 3 to 6 stories, in accordance with the Waterfront Redevelopment Plan, where a maximum height of 6 stories is permitted on Block 4001. The 3-story portion of the building creates an east-west opening (or "view corridor") between the two 6-story portions of the building along Third and Fourth Avenues. An amenity deck with a swimming pool and outdoor seating areas will be located above the parking deck. Approximately 4,600 of commercial space, split into at least two units, will front on Kingsley Avenue to provide a pedestrian connection to the street level. A total of 249 parking spaces will be provided on-site within the parking garage. An additional 60 parking spaces will be provided within the existing parking garage located directly across Kingsley Street in the Asbury Ocean Club (pursuant to Ordinance 2019-38).

Phases B and C (Townhomes)

Phases B and C are proposed to consist of 20 townhomes on a 0.8-acre portion of the Property. The townhouses are configured as four separate buildings which each contain five attached dwelling units. The overall tract would be subdivided into two new tax lots (proposed tax lots 2.02 and 2.03). Each lot, which will be constructed as its own phase, will contain two buildings consisting of a total of 10 townhouse dwellings (5 units per building). The buildings will be 4 stories, which is consistent with the maximum height permitted in this portion of Block 4001 in the Waterfront Redevelopment Plan. An internal courtyard amenity space for residents will be located between and overlap the two lots. Access will be

provided via driveways from Third Avenue (Phase B - Buildings 1 and 2) and Fourth Avenue (Phase C - Buildings 3 and 4). Each townhouse dwelling will have two parking spaces in a first-story garage accessed from an internal driveway. The total parking on Phases B and C (42 spaces) exceeds the 30 minimum spaces required by the WRP (based on 1.5 spaces per unit).

Consistency with the Waterfront Redevelopment Plan

One of the foremost Planning Principles of the WRP is to “encourage new residential development.” This phased project provides a variety of housing options within the Waterfront Redevelopment Area.

As the first large for-rent multi-family building to be constructed in the Waterfront Redevelopment Area, the proposed development on the easterly portion of the Property will both increase and diversify the housing options available to the Asbury Park community. From an urban design perspective, the development of Block 4001 is intended to achieve a logical transition in building height, form and density from the Asbury Ocean Club located on Block 4002 to the lower density areas located to the west of the Waterfront Redevelopment Area. This concept is consistent with the WRP’s Ocean Avenue District design principles which suggest that development should accomplish the following:

- Line Kingsley Street with mid-rise residential buildings (6-8 stories), thereby placing the majority of new residences away from the ocean’s edge.
- Decrease building heights from mid-rise to townhouse scale in the blocks between Kingsley and Bergh Streets to match the scale of the adjacent existing residential area.

The above design principles will be advanced by locating the proposed mid-rise development along Kingsley Street and the low-rise townhome community to the west of the proposed building. The WRP further calls for “limit[ing] the height of mid-block buildings along both sides of Kingsley Street to 3 or 4 stories to allow views of the ocean through the blocks.” Based on this principle, the proposed building will maintain the mid-block view corridor contemplated in the WRP by creating an east-west opening in the building above the 3rd story.

The layout of the townhouses on the westerly portion of the Property will provide an attractive and continuous streetwall along Third and Fourth Avenues, which is also consistent with the WRP’s emphasis on creating a pedestrian-friendly environment within the waterfront. A solid fence will be installed along the westerly property line to screen the development from neighboring properties. The HVAC units and electric/gas meters will be located outside of front yard areas consistent with the WRP.

In addition, Kingsley Street will be activated by the small proposed retail space and ground floor activity associated with the residential dwellings. It should be noted that retail space along Kingsley Street is not required by the WRP. However, the proposed design will advance one of the key purposes of the Architectural Design Guidelines, which is to “encourage the design of building frontages that support pedestrian activity.” It will also provide incubator retail space for small businesses and create new jobs in the community.

The streetscape will be improved in accordance with the Waterfront Redevelopment Area Infrastructure Component Report. One on-street parking space on Third Avenue will be removed to accommodate access to the development. In accordance with the WRP, this space will be provided in an off-street location.

Stormwater management will be compliant with the conditions of the existing CAFRA permit for the Waterfront Redevelopment Area in addition to meeting the applicable standards of the current effective NJ Stormwater Management Rules and the recently adopted stormwater management rules set to take effect in March of 2021.

Architectural Design

The proposed architecture is consistent with the WRP's design principle of "develop[ing] new residential buildings that are compatible with and extend Asbury Park's special oceanside character in a contemporary way."

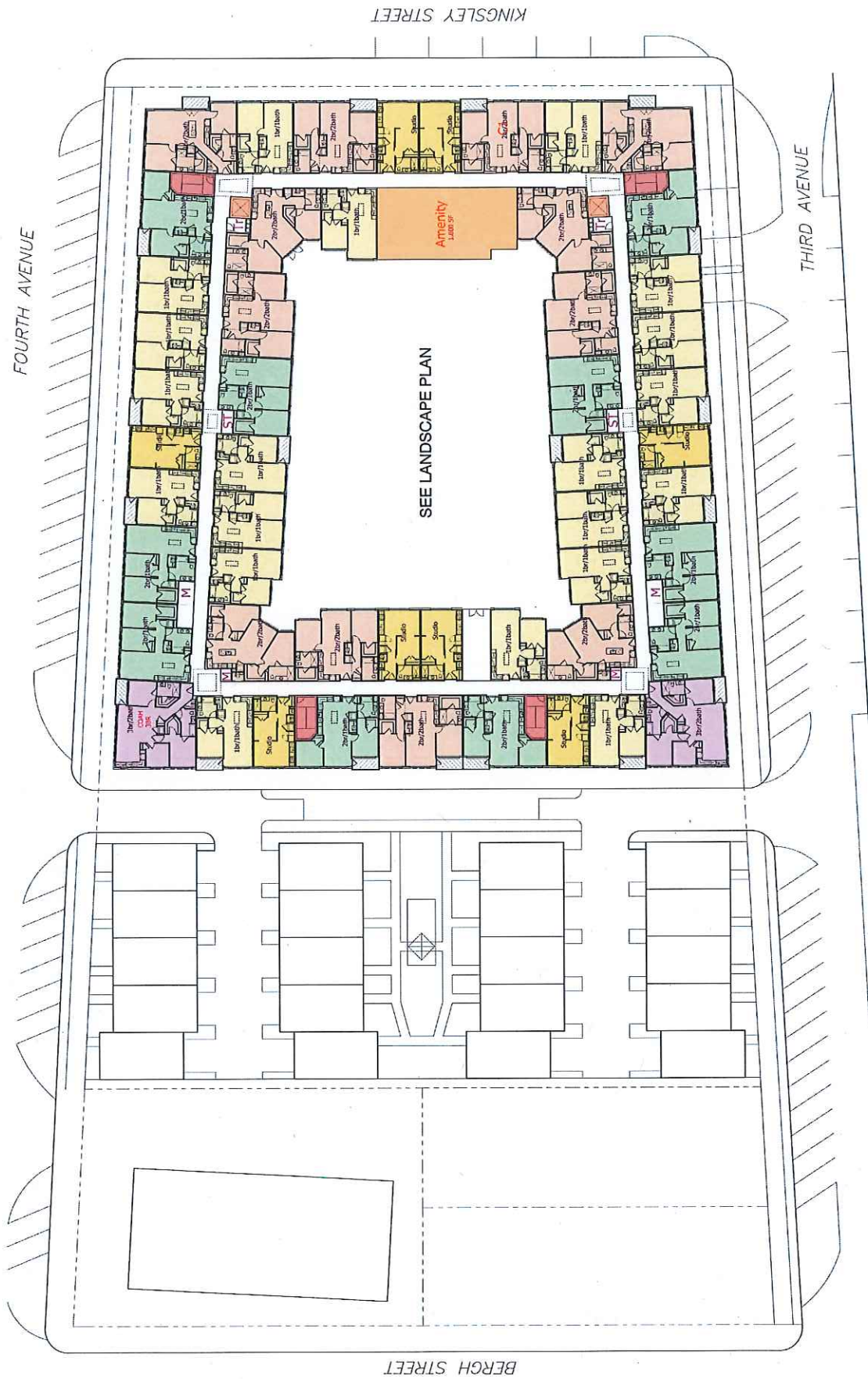
The Multi-Family building is designed with a contemporary palette of white and gray brick, cementitious siding and rustic wood grain cementitious fiber siding, which are compliant with WRP's Architectural Design Guidelines. The overall façade composition adheres to the base/middle/top format described in the WRP. The residential facades are divided into a series of vertical bays differentiated by changes in cladding material, colors, accent lighting, and changes in the façade plane. Balconies are an additional architectural element that contribute to the façade composition. No streetwall extends beyond 100 feet without a break. The same level of detailing and transparency is provided on all four sides of the building. The proposed aluminum windows are consistent with the guidelines set forth in the WRP. The retail storefronts will have aluminum elements and all signage will comply with the maximum height of 3 feet allowed by the WRP. The parking will be completely enclosed and screened by a light gray plaster façade with architectural grilles over the openings, which mimic the fenestration pattern of the residential upper stories. Landscaping along the facades of the parking garage will provide additional visual interest and separation to enhance its appearance.

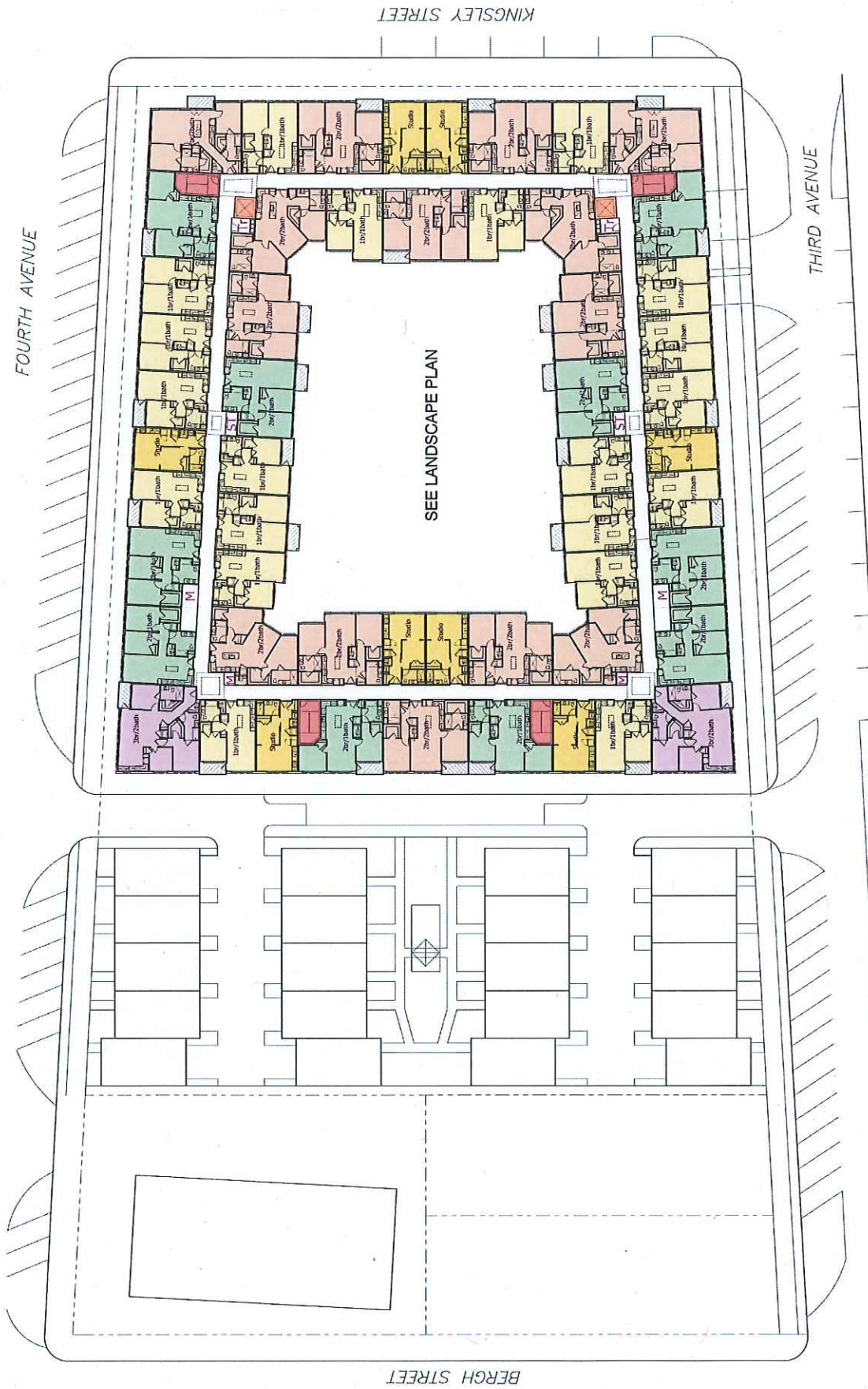
The overall façade composition for the townhouses also adhere to the base/middle/top format described in the WRP. The entrances along Third and Fourth Avenues will have stoops separated from the sidewalk by a landscape strip and three-foot-tall decorative fence. All of the proposed building materials comply with the WRP Architectural Guidelines. The townhouse facades will be clad in gray and white brick, with bay projections finished in white fiber cement panel. Each dwelling will have a mezzanine terrace on the fourth story with a decorative metal trellis and railing. Juliet balconies provide further articulation and visual interest to the facades. The same level of detailing and transparency is provided on all four sides of each building.

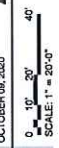
Relief Requested

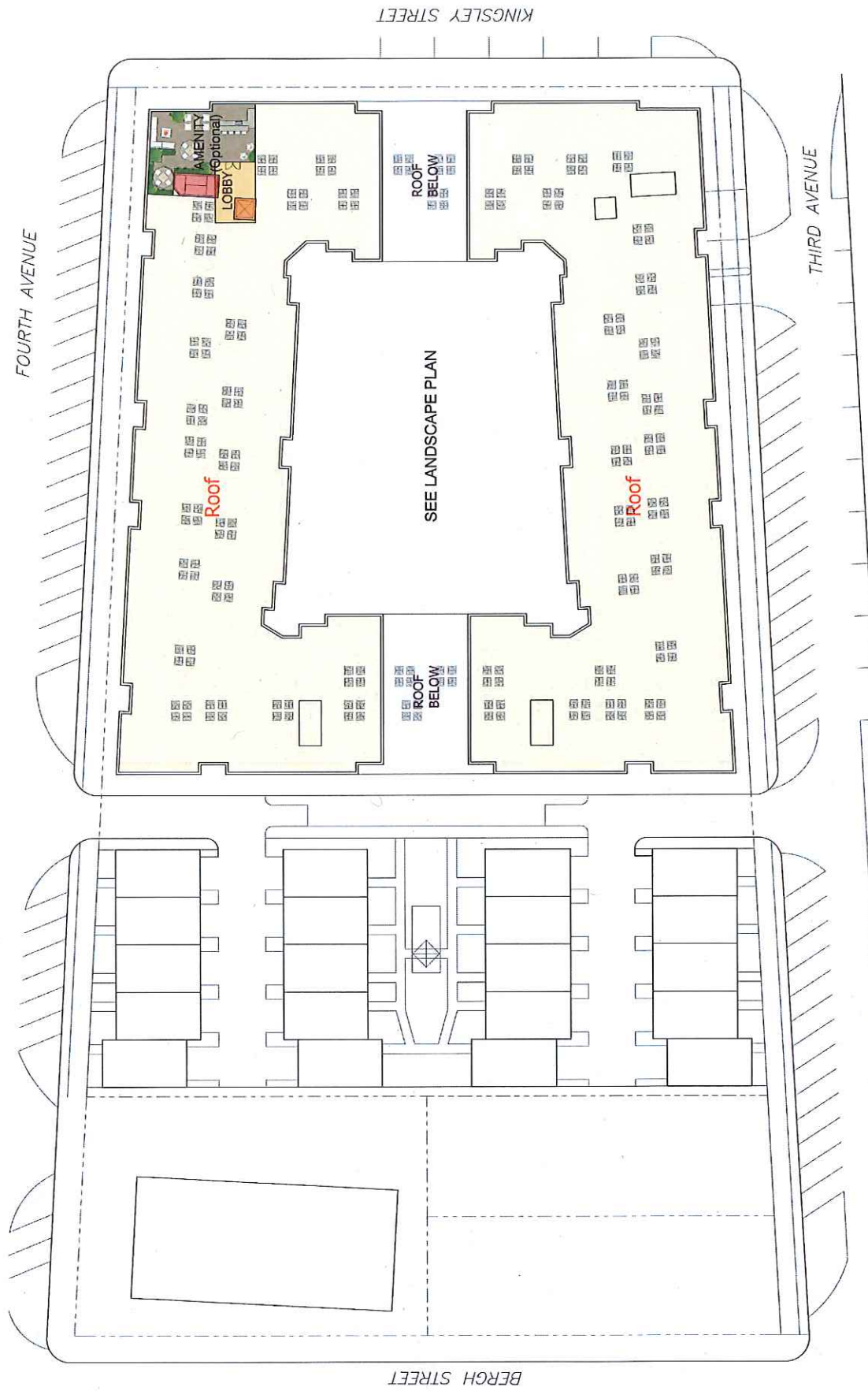
The following relief is requested from the Architectural Design Guidelines:

Waterfront Redevelopment Plan Page	Requirement	Proposal
62	Doors shall be painted wood or composite wood	Doors will be aluminum or metal (including exit, balcony, storefront, and garage doors)
62	Windows shall have a minimum 4" post	4" post not provided
64	A majority of the windows shall be rectangular with a height-to width ratio between 1:1.6 and 1:3.	Window ratios will be approximately 1:0.46 (single), 1:0.92 (double), and 1:1.38 (triple) <i>*Note this item relates only to Phase A</i>









Roof Plan

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

A.08

OCTOBER 08, 2020
0' 10' 20'
SCALE: 1" = 20'-0"

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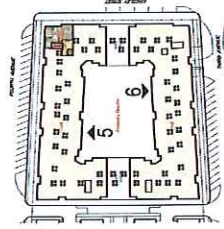
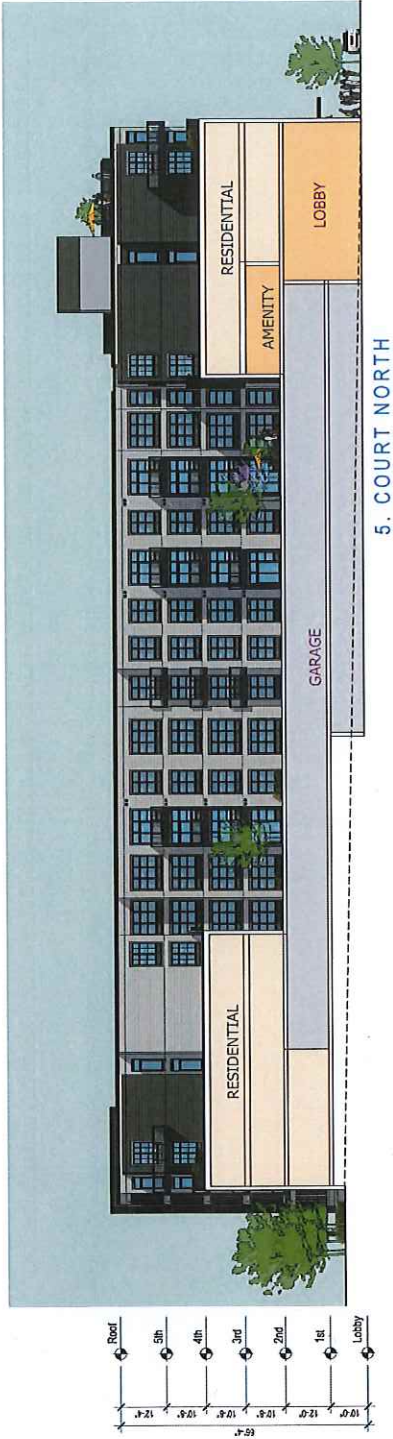




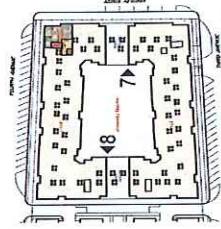
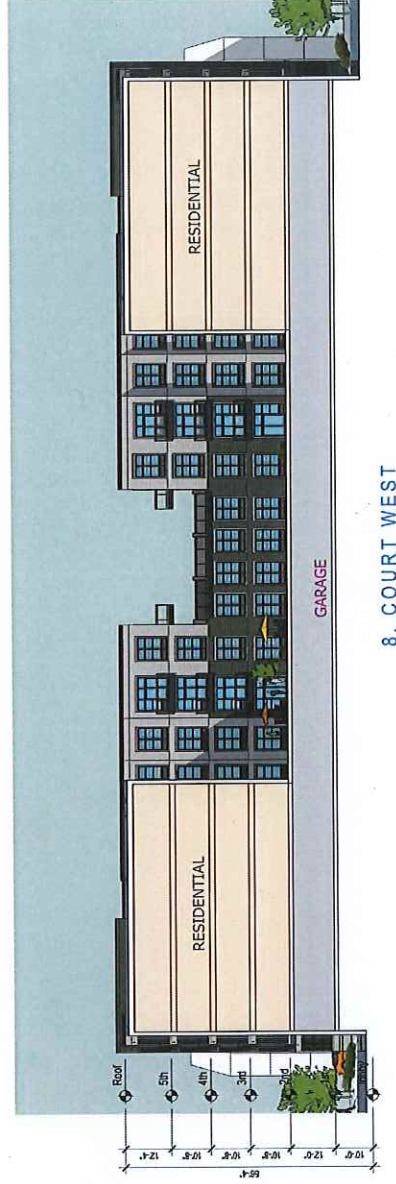
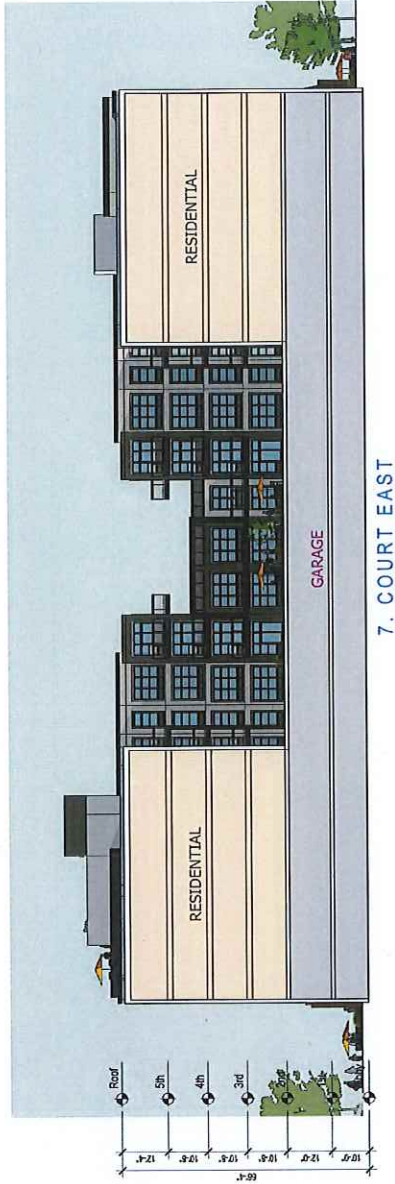
3. WEST ELEVATION



2. THIRD AVENUE ELEVATION

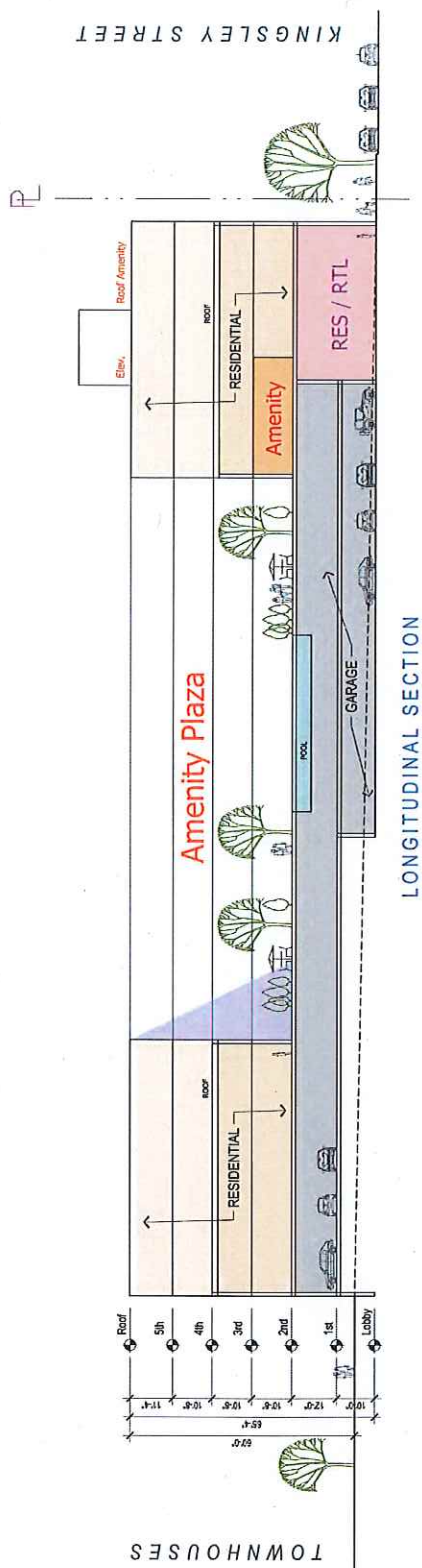


Key Plan

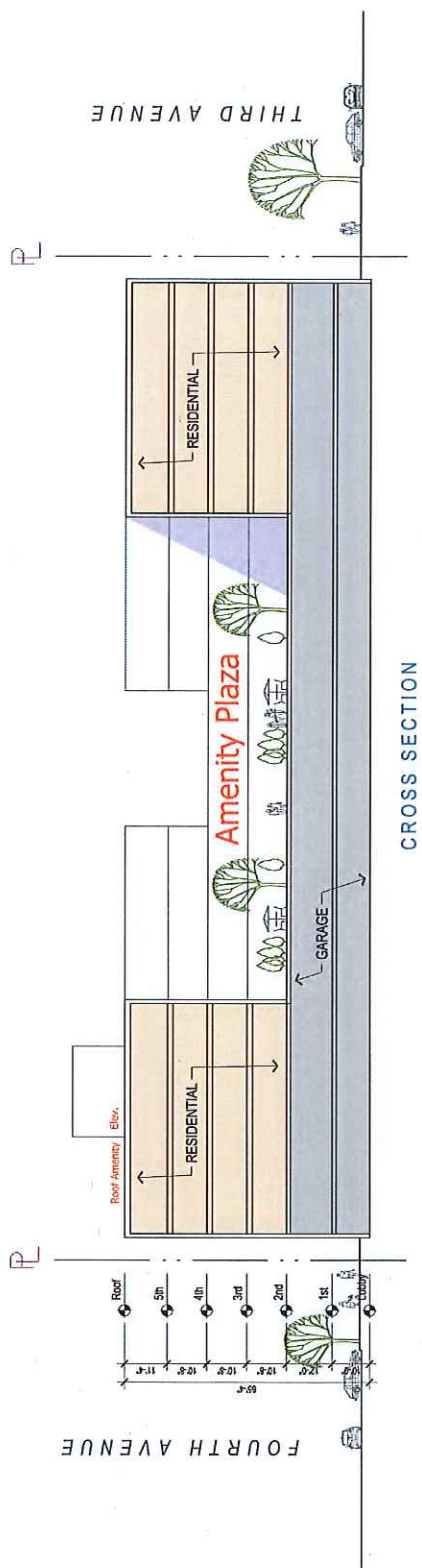


Key Plan



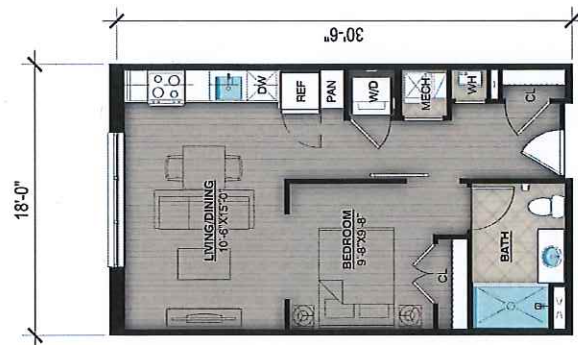


LONGITUDINAL SECTION



CROSS SECTION





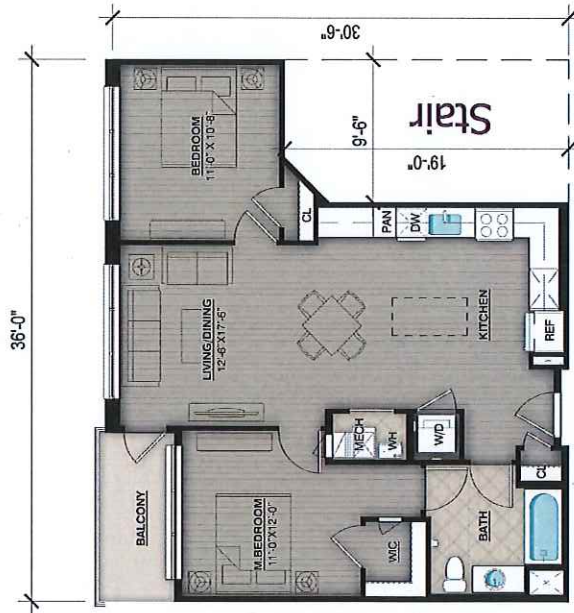
Studio



1br/1bath



1br/1bath



2br/1bath



2br/1bath



2br/2bath



2br/2bath



2br/2bath



2br/2bath

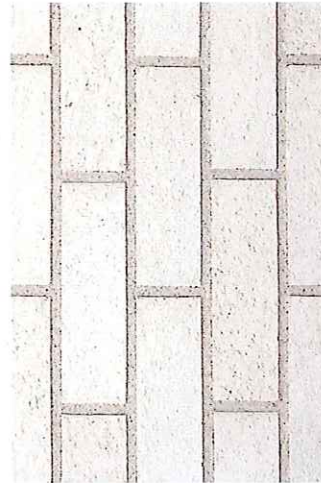


3br/2bath

Brick



Exterior Plaster



A- Alaska White Velour



B- Fine Texture Light Grey

MATERIALS

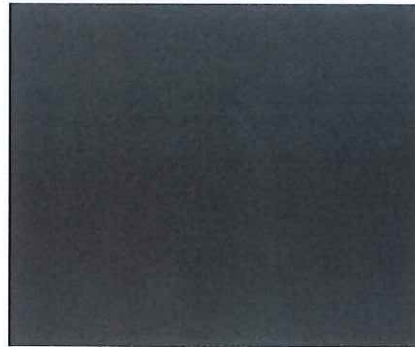
A.18

OCTOBER 09, 2020

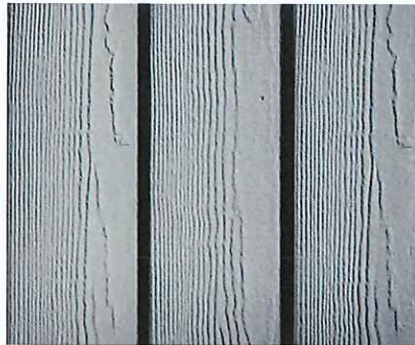
BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

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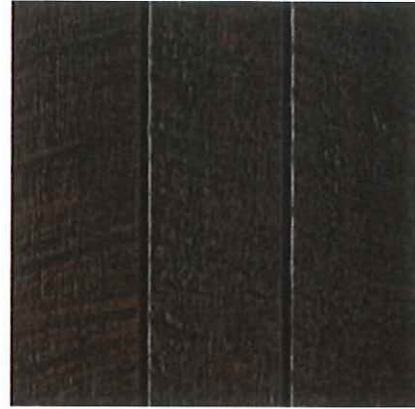
Synthetic Panel & Siding



C- Night Gray



D- Light Mist



E- Roughsawn: Tobacco

MATERIALS

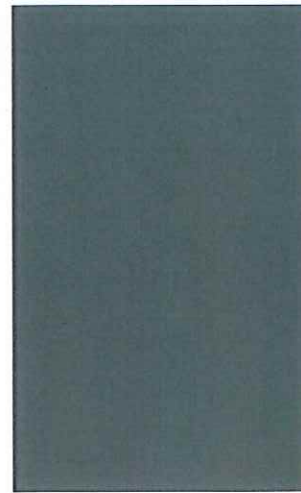
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OCTOBER 09, 2020

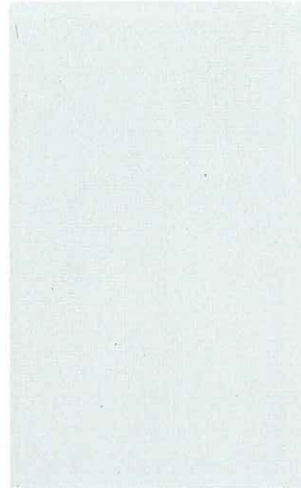
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Asbury Partners, LLC
ASBURY PARK, NJ

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Metal Panel&Grill



F- Slate Gray



G- Off White

MATERIALS

A.20

OCTOBER 09, 2020

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ASBURY PARK, NJ

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Color: Architectural Bronze



Certifications/Qualifications	
Location Rating	Damp
	www.kichler.com/usa/4001u
Dimensions	
Base Backplate	5.00 X 4.75
Extension	8.50"
Weight	2.60 LBS
Height from center of Wall opening (Spec Sheet)	7.50"
Height	15.00"
Width	5.75"
Mounting/Installation	
Interior/Exterior	Exterior
Mounting Style	Wall Mount
Mounting Weight	2.60 LBS
Primary Lighting	
Lamp Included	Not Included
Lamp Type	BR10
Light Source	Incandescent
Max of Nominal Watt	120W
# of Bulbs/LED Modules	2
Socket Type	Medium
Socket Wire	150
Product/Ordering Information	
SKU	9246AZ
Finish	Bronze
Style	Contemporary
UPC	783927924641
Specifications	
Material	ALUMINUM

LIGHT FIXTURE

A.21

OCTOBER 09, 2020

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

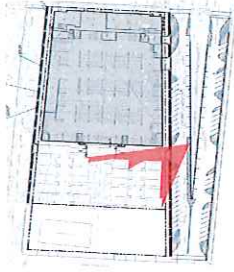
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BLOCK 4001 TH PHASE B & C

ASBURY PARK, NJ

TECHNICAL REVIEW SUBMISSION





KEY PLAN



lessard
DESIGN
1 LEESBURG PIKE, SUITE 700, VIENNA, VA 22182
T: 833-1833 | F: 571-650-1831 | LESSARDDESIGN.COM

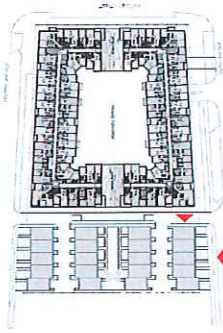
CONCEPTUAL PERSPECTIVE

BLOCK 4001 OCTOBER 01, 2023

Asbury Partners, LLC
ASBURY PARK, NJ

A.23

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KEY PLAN



(*) FROM AVG GRADE AT FOUNDATION OF BUILDING TO HIGHEST POINT OF THE SURFACE OF A FLAT ROOF.

THIRD AV. VIEW - FRONT ELEVATIONS

INTERIOR ST. VIEW

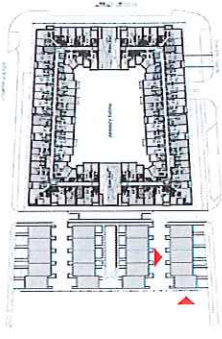
CONCEPTUAL ELEVATION

BLOCK 4001 | OCTOBER 19, 2020

A.24

Asbury Partners, LLC
ASSURRY PARK, NJ

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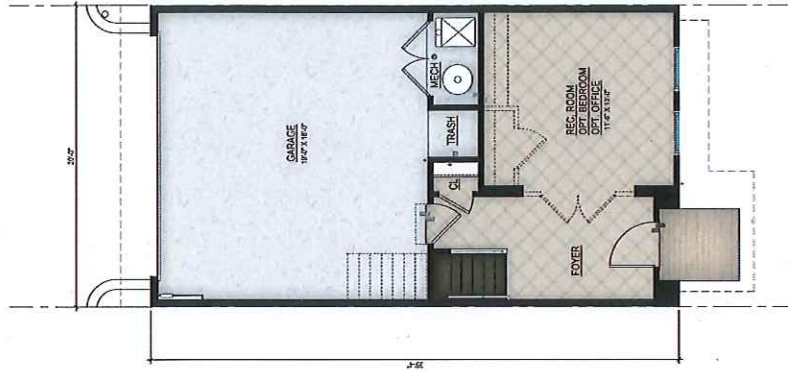
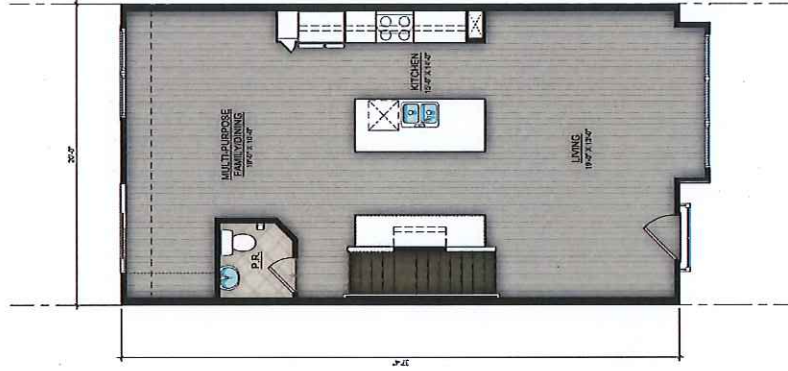


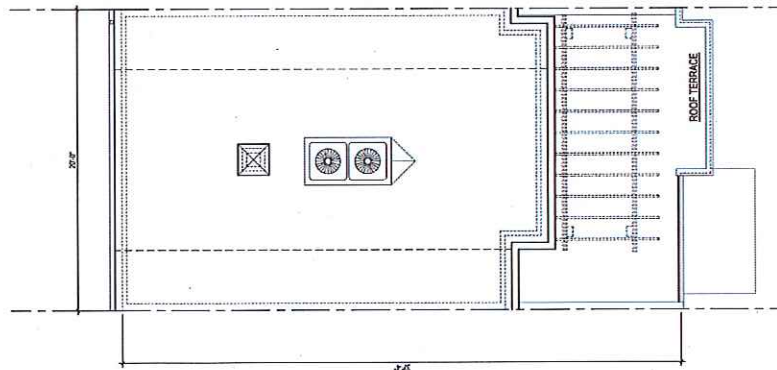
KEY PLAN



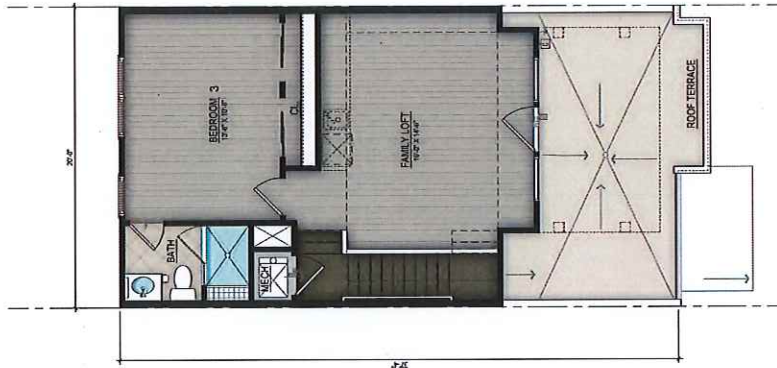
ALLEY REAR ELEVATIONS

SIDE ELEVATION

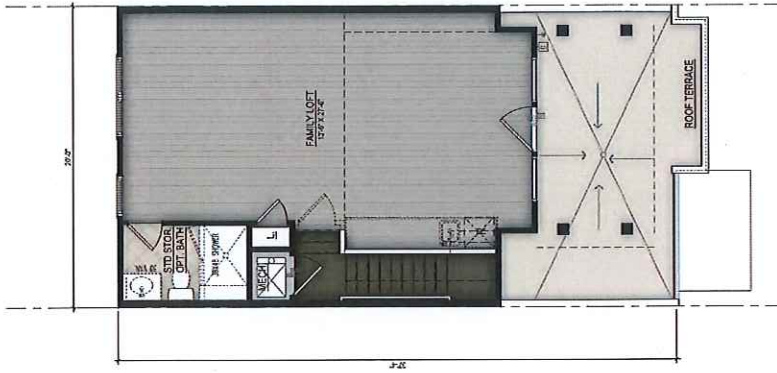




ROOF PLAN



ALT. LOFT FLOOR PLAN
FINISHED AREA : 544.59 SQ. FT.
ROOF TERRACE : 226.07 SQ. FT.



LOFT FLOOR PLAN
FINISHED AREA : 544.59 SQ. FT.
ROOF TERRACE : 226.07 SQ. FT.

20' INTERIOR UNIT - PROGRESS

Asbury Partners, LLC
ASBURY PARK, NJ

OCTOBER 08, 2020

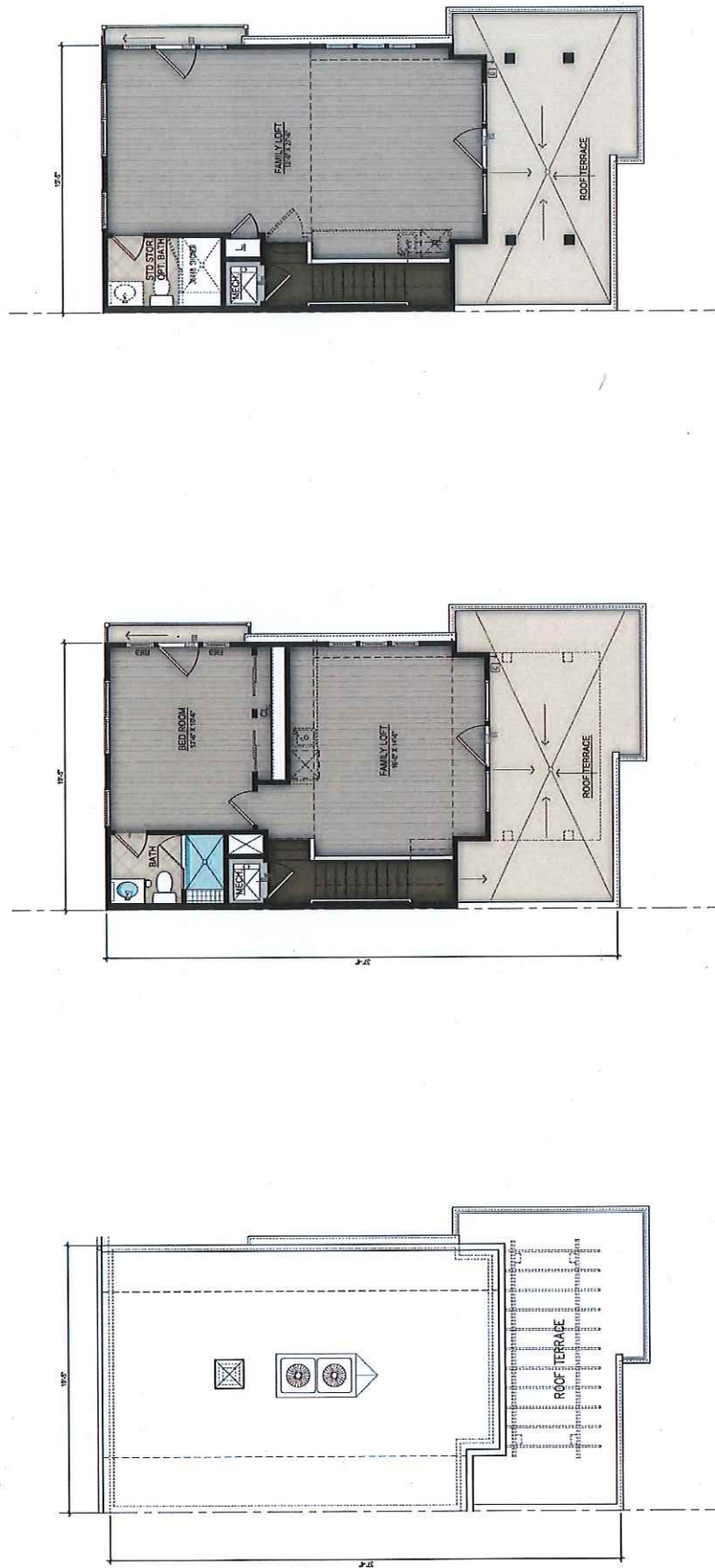
A.27

BLOCK 4001

LESSARD DESIGN INC. 21 LESBURG PIKE, SUITE 700, VIENNA, VA 22182
TEL: 825.1800 | FAX: 825.1801 | WWW.LESSARDDESIGN.COM

lessard
DESIGN





ROOF PLAN

ALT. LOFT FLOOR PLAN
FINISHED AREA : 528.60 SQ. FT.
GARAGE AREA : 253.75 SQ. FT.

LOFT FLOOR PLAN
FINISHED AREA : 528.60 SQ. FT.
GARAGE AREA : 259.75 SQ. FT.

20' END UNIT - PROGRESS

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

OCTOBER 09, 2020

A.29

lessard
DESIGN
21 LEESBURG PIKE, SUITE 700, VIENNA, VA 22182
P: 703.830.1800 | F: 703.830.1801 | LESSARDDESIGN.COM

COLORS

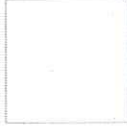
DARK BLUE



LIGHT GREY



WHITE



DETAILS
& MATERIALS

SHADING TRELLIS
WITH COLUMNS

PANEL

METAL RAILING

TWO STORY BAY

WHITE COLOR
BRICK

JULIET BLACONY

DOOR WITH GLAZING

GREY COLOR
BRICK



ARCHITECTURAL CHARACTER

A.30

OCTOBER 02, 2020

BLOCK 4001

Asbury Partners, LLC
ASBURY PARK, NJ

lessard
DESIGN
11 LEESBURG PIKE, SUITE TWO, NEWARK, NJ 07102
TEL: 973.484.1891 | LESSEARDDESIGN.COM

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Material	Scheme 1
Brick	Alaska White Vellour
Base Brick	Light Grey
Precast	White
Panel at rear of building Continuous Panel	White
Panel at Bay Continuous Panel	White
Lap Siding Continuous Siding (NA at rear HV 100)	White
Corrals/Trim Board/Garage Door	White
Front Door	Blue Grey
Windows	White
Deck Waterproof Deck Membrane	Granite
Metal Coping At Balcony & Parapets	Stone White
Railing	Grey
Terrace Pergola	Light Grey



FRONT ELEVATION



REAR ELEVATION

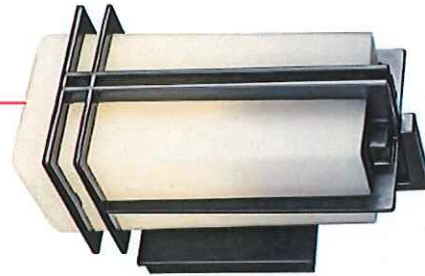
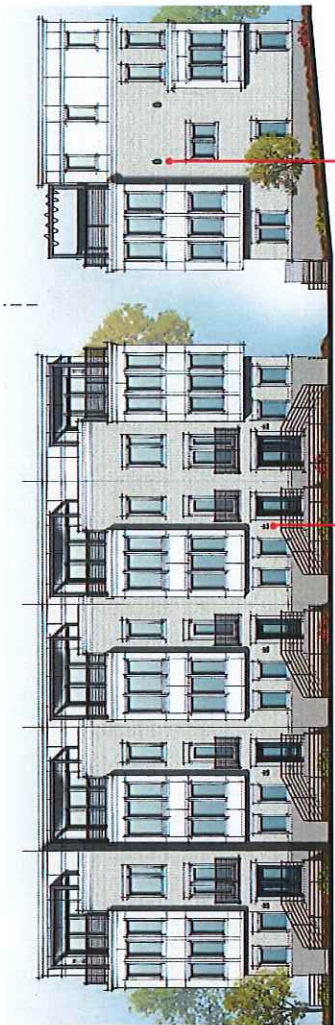


HV SIDE ELEVATION



LV SIDE ELEVATION

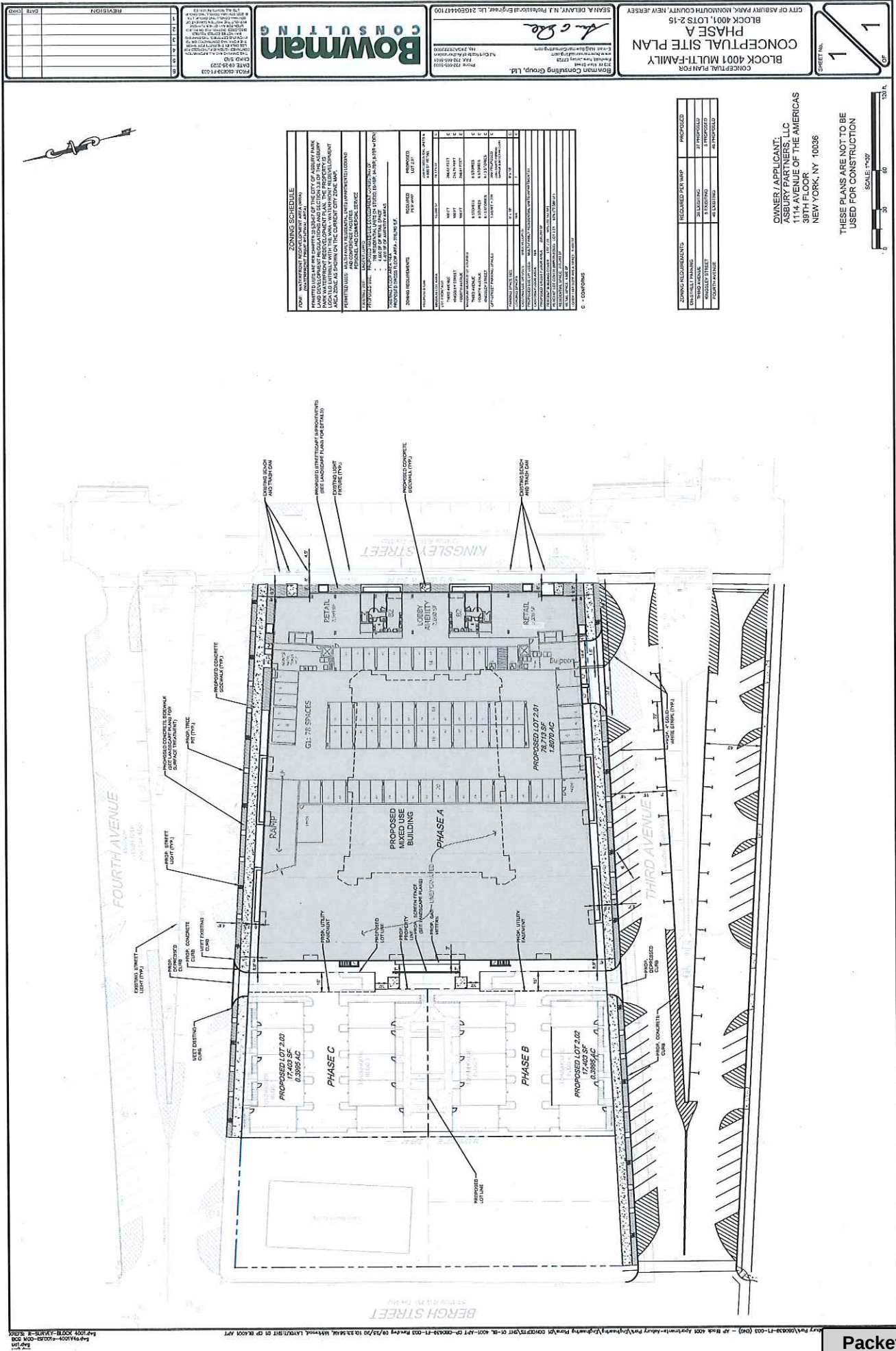
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[illegible]

EXTERIOR SIDE WALL LIGHT FIXTURE

FRONT DOOR LIGHT FIXTURE

[illegible]



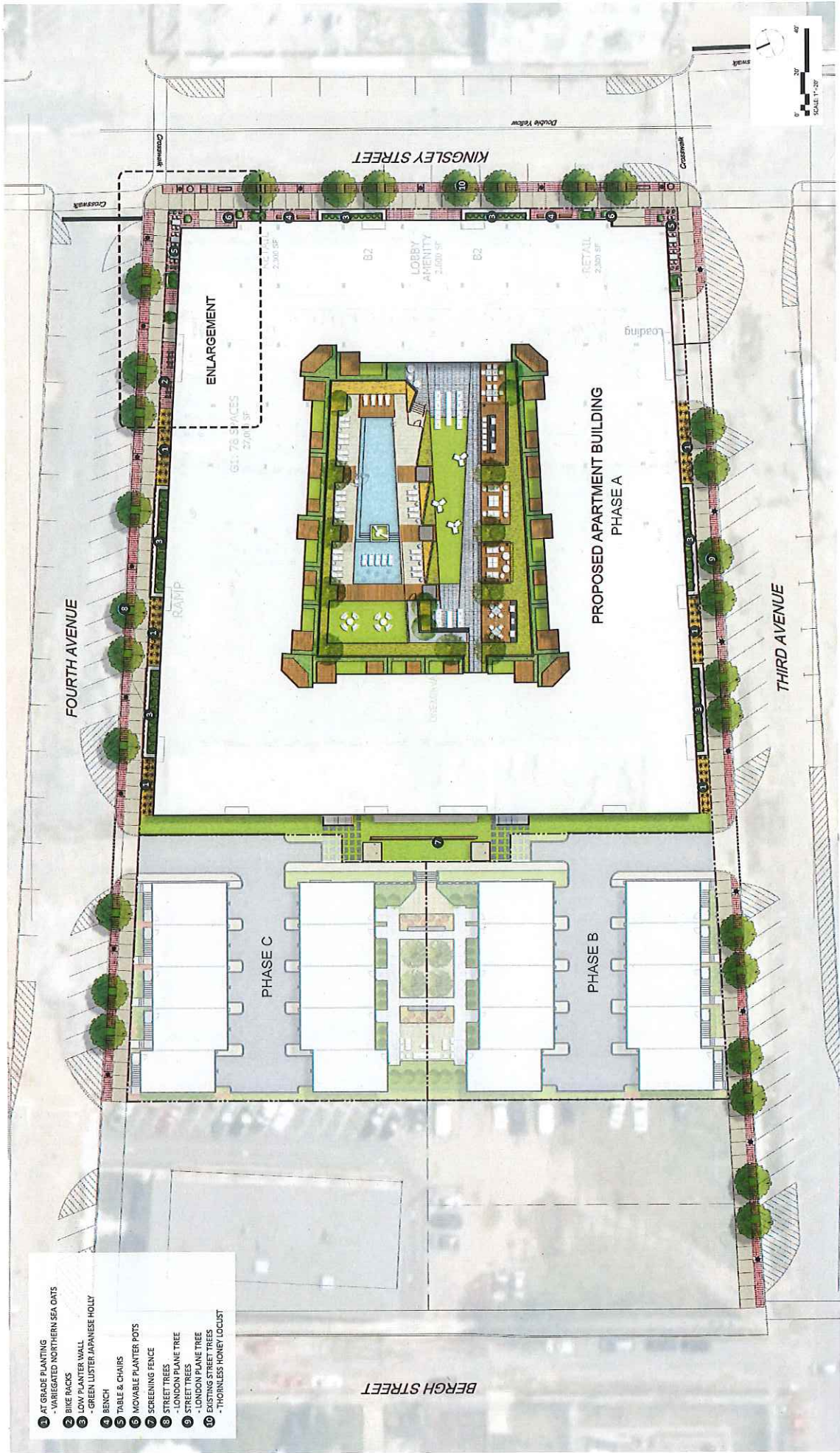


CONING REQUIREMENTS	REQUIRED PER WRP	PROPOSED
ON-STREET PARKING		
THIRD AVENUE	35 EXISTING	37 PROPOSED
SINGLEWAY STREET	5 EXISTING	5 PROPOSED
FOURTH AVENUE	40 EXISTING	40 PROPOSED

OWNER / APPLICANT:
ASBURY PARTNERS, LLC
1114 AVENUE OF THE AMERICAS
39TH FLOOR
NEW YORK, NY 10036

THESE PLANS ARE NOT TO BE
USED FOR CONSTRUCTION

[illegible]



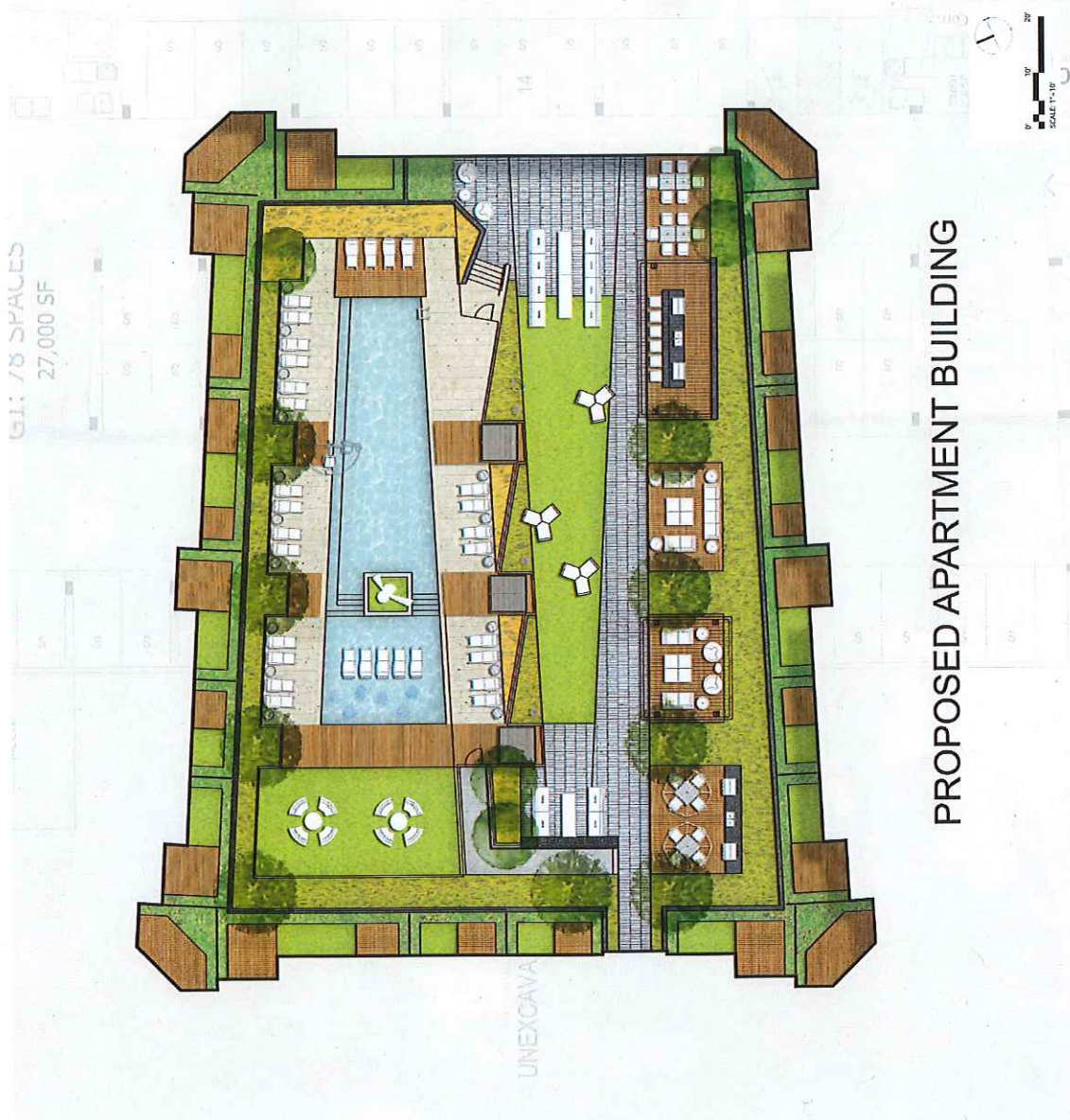
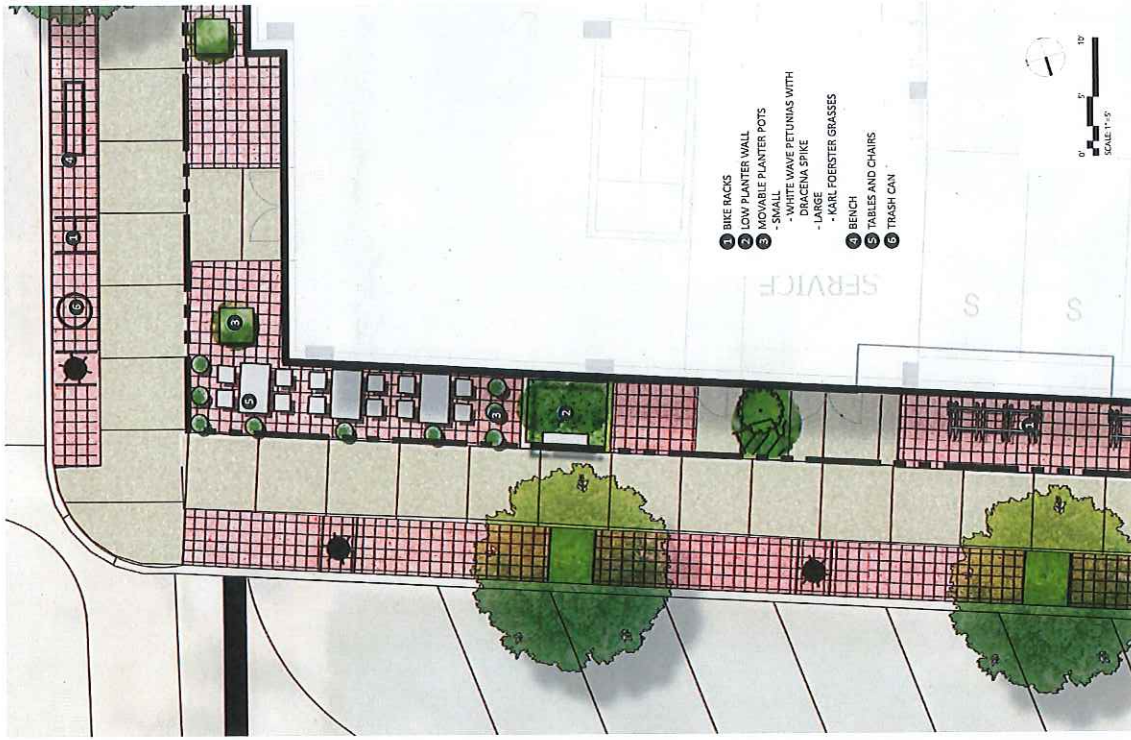
Bowman
Consulting
1000 Morris Avenue
Suite 200
Morris, NJ 07960
Phone: 973.261.0000

DATE: 2020-09-25
PROJECT: 060539-01-004

PHASE A SITE RENDERING

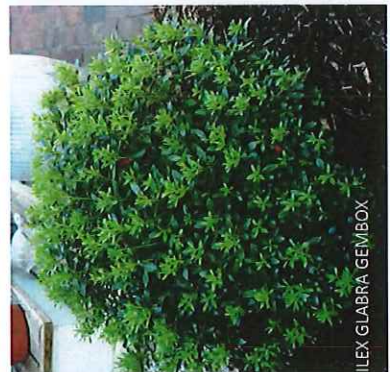
BLOCK 4001 MULTIFAMILY | BLOCK 4001 LOT 245
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

OWNER:
ASBURY PARTNERS, LLC

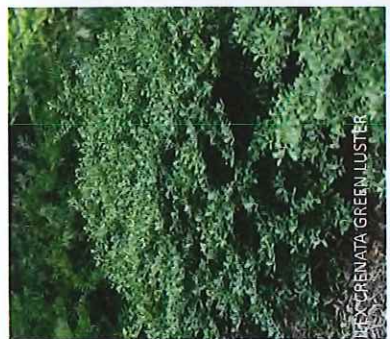




CAREX IQE DANCE



ILEX GLABRA GEMBOX



MAXICRENATA GREEN LUSTER



JUNIPERUS BAR HARBOR



GRAPE MYRTLE



ROSÁ RADRAZZ KNOCK OUT



OPPHALGTA, HARRINGTONIA FASTIGIATA

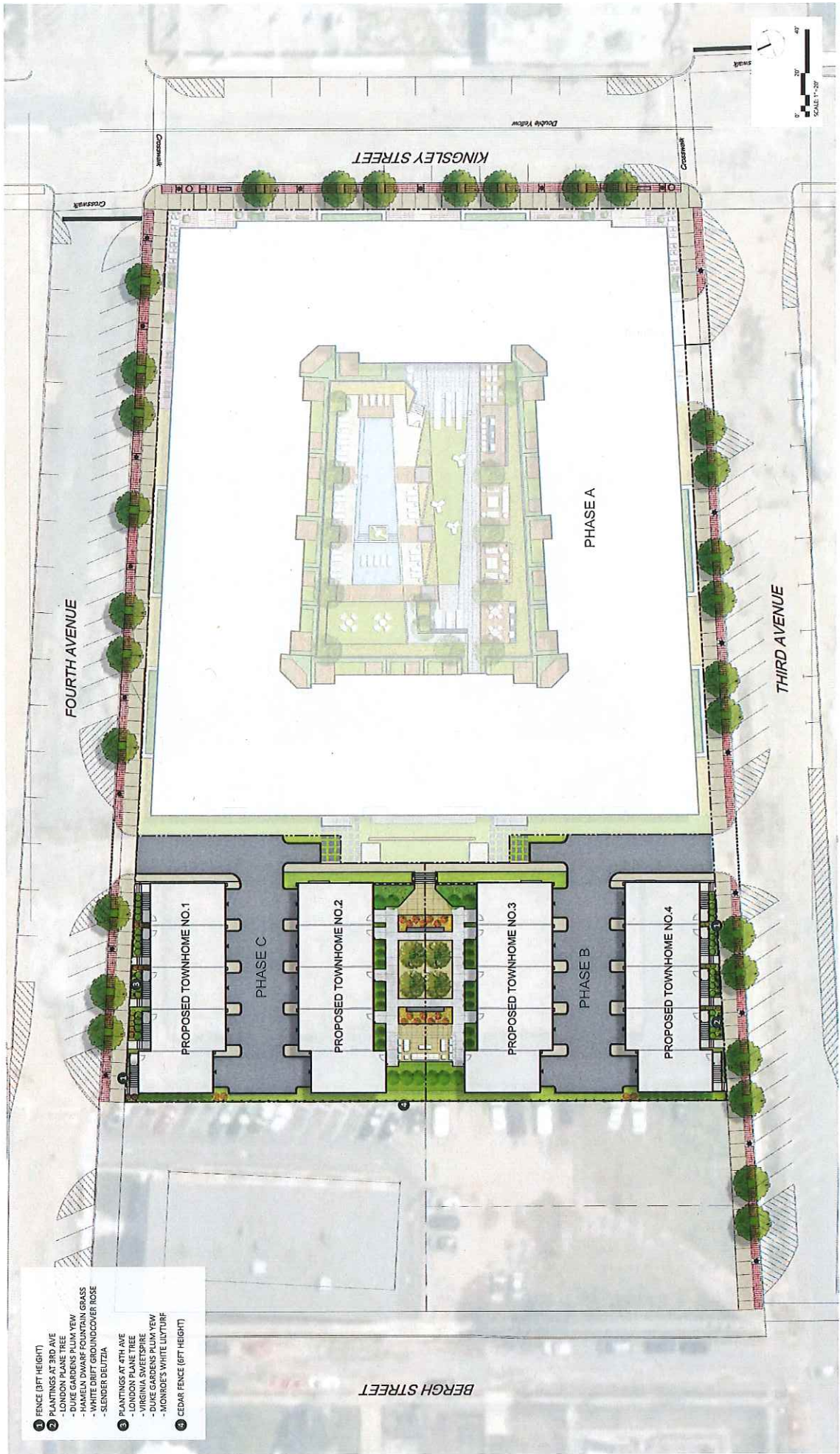


ROYAL STAR-



JUNIPERUS VIRGINIANA



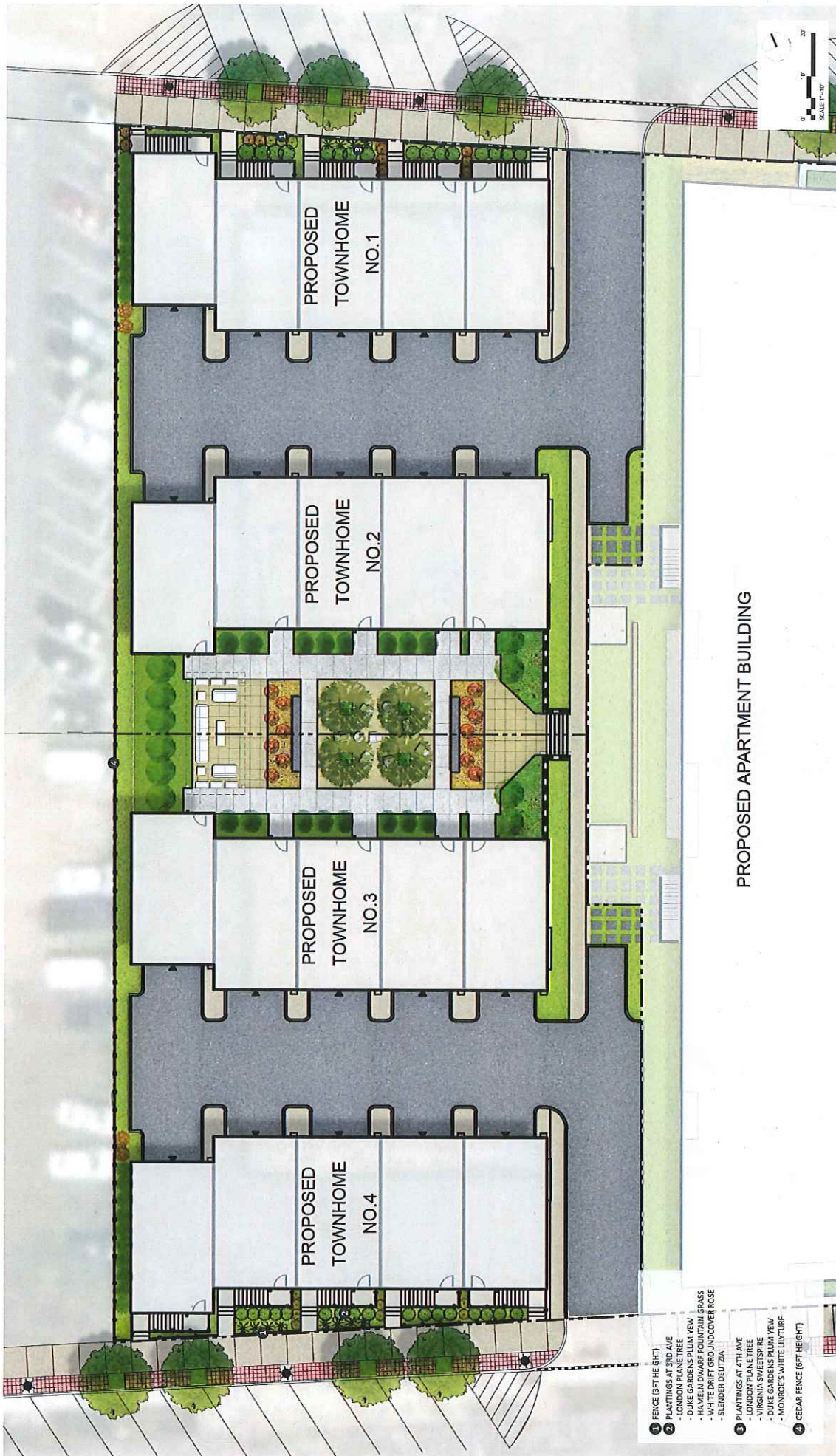


Bowman

DATE: 2020-09-30
PROJ: 080635-01-005

OWNER
ASBURY PARTNERS, LLC

PHASES B & C SITE RENDERING
BLOCK 4001 TOWNHOMES



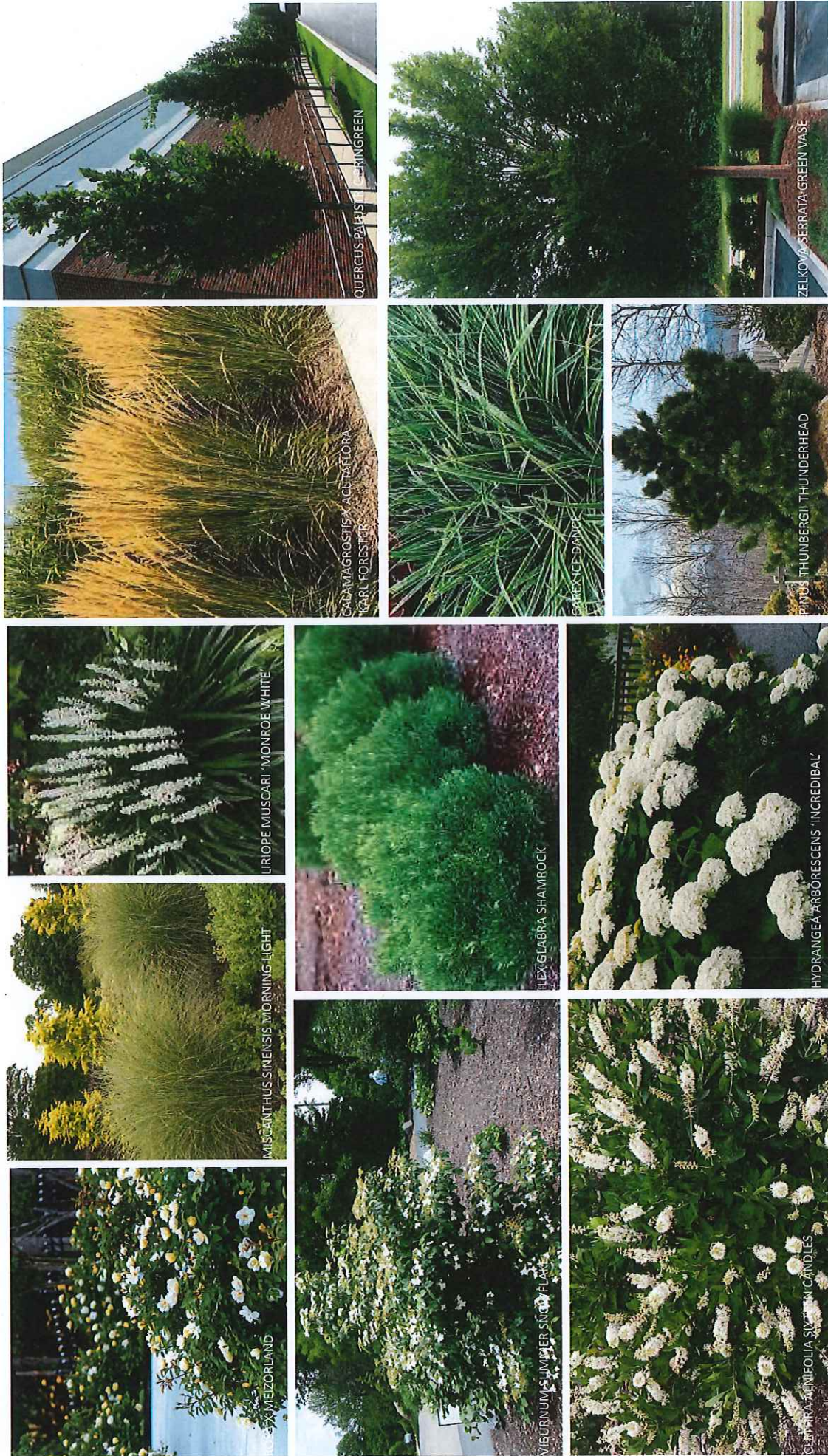
Bowman
Consulting
1000 Morris Avenue, Suite 200
Roseland, NJ 07068
Phone: 973-261-8800

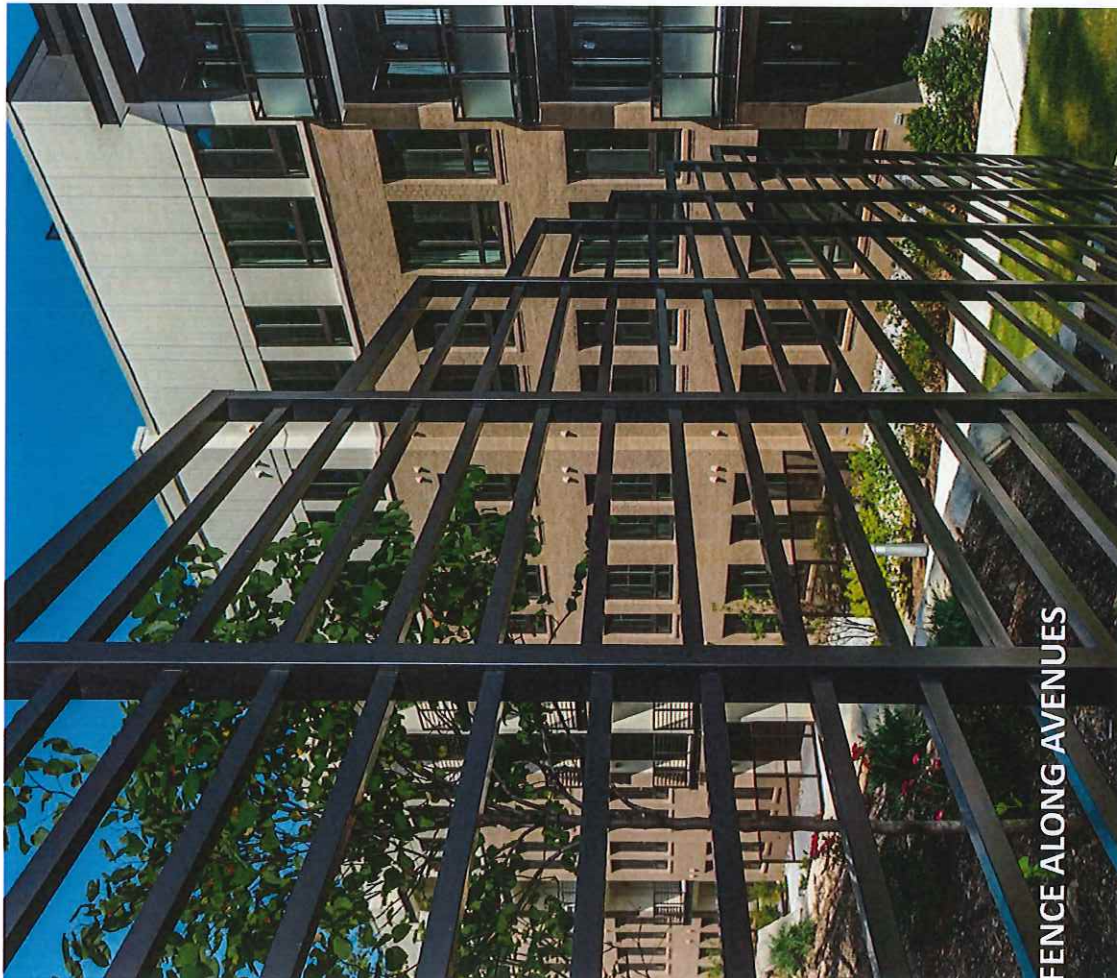
DATE: 2020-09-30
PROJ: 000699-01-005

HASES B & C SITE RENDERING - COURTYARD ENLARGEMENT

BLOCK 4001 LOT 2-45
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

OWNER
ASBURY PARTNERS, LLC





FENCE ALONG AVENUES



FENCE ALONG WESTERN SIDE OF TOWNHOMES

PHASES B & C - VISIONING IMAGES

BLOCK 4001 TOWNHOMES | BLOCK 4001 LOT 2-15
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

OWNER
ASBURY PARTNERS, LLC

DATE: 2020-09-30
PROJECT: 080639-01-005

Bowman
Consulting
Group, LLC
1000 Morris Avenue, Suite 200
Morris Township, NJ 07960

3.C.4.b

Attachment: Block 4001 Project Description Exhibit A (2021-123 : Referral resolution to the Planning Board for Block 4001, Lots 2-5 residential

Exhibit B
TRC Report

Attachment: Exhibit B TRC Report (2021-123 : Referral resolution to the Planning Board for Block 4001, Lots 2-5 residential development)

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

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



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

DONNA VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

Technical Review Committee

To: Municipal Council

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

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

Date: November 30, 2020

Re: TRC REVIEW
Block 4001, Lot 2-15
Kingsley Street, Third Avenue and Fourth Avenue
Asbury Partners, LLC

The project by Asbury Partners, LLC is located within the Waterfront Redevelopment Area and currently consists of a vacant parcel of 14 tax lots, which fronts on Kingsley Street, Third Avenue, and Fourth Avenue. On the eastern portion of the property, the applicant proposes a mid-rise mixed-use building consisting of 206 dwelling units, approximately 4,600 square feet of commercial space and an enclosed parking garage. On the western portion of the Property, Applicant proposes 20 townhomes with 2 car garages and a shared courtyard. The proposed project will be constructed in three phases. The applicant has filed a subdivision application to consolidate the 14 lots into three tax lots. The first lot, measuring 78,173 sf, will house the mid-rise multi-family apartment building and will have frontage on Kingsley Street, Third Avenue, and Fourth Avenue. The second lot, measuring 17,403 sf, will front on Fourth Avenue and will contain 10 of the townhomes. The third lot, measuring 17,403 sf, will front on Third Avenue and will contain the remaining 10 townhomes. The project shall comply with all CAFRA regulations.

Phase A (Multi-Family, Mixed Use Building) will consist of the 206 apartment dwelling units and related amenities on the eastern portion of the Property. The proposed mixed-use building varies in height from 3 to 6 stories, in accordance with the Waterfront Redevelopment Plan, where a maximum height of 6 stories is permitted on Block 4001. The tallest point of the building is 61 feet in height. The 3-story portion of the building creates an east-west opening (or "view corridor") between the two 6-story portions of the building along Third and Fourth Avenues. An amenity deck with a swimming pool and

outdoor seating areas will be located above the parking deck. There may be an additional amenity roof deck facing Kingsley Avenue for residents. Approximately 4,600 of commercial space, split into at least two units, will front on Kingsley Avenue to provide a pedestrian connection to the street level. A total of 247 parking spaces will be provided on-site within the parking garage. An additional 60 parking spaces will be provided within the existing parking garage located directly across Kingsley Street in the Asbury Ocean Club as permitted in the 2019 amendment to the Waterfront Redevelopment Plan. Phases B and C (Townhomes) Phases B and C are proposed to consist of 20 townhomes. The townhouses are configured as four separate buildings which each contain five attached dwelling units. The overall tract would be subdivided into two new tax lots (proposed tax lots 2.02 and 2.03). Each lot, which will be constructed as its own phase, will contain two buildings consisting of a total of 10 townhouse dwellings (5 units per building). The buildings will be 4 stories. An internal green space courtyard for residents will be located between and overlap the two lots. Access will be provided via two driveways from Third Avenue (Phase B - Buildings 1 and 2) and Fourth Avenue (Phase C - Buildings 3 and 4). Each townhouse dwelling will have two parking spaces in a first-story garage accessed from an internal driveway. The total parking for the townhouses is 42 parking spaces.

The architect has employed a few techniques to break up the façade of the multifamily building which carries through half the tax block. The massing of the building has been broken down by nine plains on Third and Fourth Avenues and seven plains on Kingsley Street. No streetwall extends beyond 100 feet without a break. Changes in colors and materials and balconies to break up the façade. The facades feature white and gray brick, cementitious siding and rustic wood grain cementitious fiber siding, stucco and metal trim. There are soft façade uplights and a lit band (halo light) around the bay at the corner of Kingsley and Fourth Avenue. The halo lighting will be 3,000 to 4,000 kelvins. There is some active retail at the corner of Kingsley and Fourth Avenue.

The parking garage will be completely enclosed and screened by a light gray plaster façade with architectural grilles over the openings, which mimic the fenestration pattern of the residential upper stories. There is a color change at garage to break up the massing. Landscaping along the facades of the parking garage will provide additional visual buffer to the garage façade. There are 78 spaces on the first floor and 169 spaces on the second floor. There will be multiple electric car charging stations. Every unit will get one space at the on site garage. The second parking space per unit will be assigned at the Ocean Club building. The 60 spaces at Ocean Club are not assigned to another use.

The townhouse facades will be clad in gray and white brick, with bay projections finished in white fiber cement panel. Each house will have a mezzanine terrace on the fourth story with a decorative metal trellis and railing as the unit's open space. Facades also have Juliet balconies. The same materials and detailing and window openings are provided on all four sides of each building. HVAC condensers will be on the roofs.

All buildings shall be energy efficient and feature Energy Star appliances.

The master developer shall be installing the streetscape and architecture for the entire block. Utility meters and transformer pads are located at the back of the apartment building and shall be screened. Small fences of three feet in height shall be in front of the townhouses. They shall turn and run for 15 feet along the rear elevation and then continue as a six-foot-high cedar fence.

Stormwater management shall comply with state regulations. Underground piping or storage is considered until discharging off site and would be located under the parking garage. Stormwater will be designed to ensure no downstream flooding for the 100-year storm event. There is the goal to try to incorporate some green infrastructure into the design.

The streetscape and landscape plan shall be the same as the rest of the waterfront area. New trees shall be London Plane and Honey Locust trees. Additional trash cans, bike racks and benches shall be added to the streetscape design. Landscaping will screen the utility meters at the back of the rental building. There will be a low 18-inch planter wall with shrubs and native grasses. The amenity areas will have plants and applicant will provide those plans to the planning board. The pool area will have fire table, grill areas, trash and recycling containers and landscaping.

The townhouse raised courtyard will have 4 Zelkova trees, fountain grasses, lilac and rose bushes and junipers. The front yards will also have landscaping.

Design Waivers requested

The following relief is requested from the Architectural Design Guidelines of the Waterfront Redevelopment Plan:

Building Walls shall show no more than two materials in addition to the basement or undercroft. Materials shall change only along a horizontal line, with the heavier material below the lighter. – There are three main building materials with vertical changes.

Doors shall be painted wood or composite wood. Doors will be aluminum or metal (including exit, balcony, storefront, and garage doors)

Windows shall have a minimum 4" post. 4 "post not provided.

A majority of the windows shall be rectangular with a height-to width ratio between 1:1.6 and 1:3. Window ratios will be approximately 1:0.46 (single), 1:0.92 (double), and 1:1.38 (triple) *Note this item relates only to Phase A.

Facade colors shall be selected from a single quadrant of the color wheel. This technique, without specifying particular colors, allows a range that is automatically harmonious. In addition to white, the designated quadrant shall be the lighter saturations of the yellow-to-red quadrant. This encompasses the cream, ochre, pink, terra-cotta, range. Trim and attached elements may be white or a darker or lighter saturation of the wall color. Awnings, signage, doors and shutters may be any color, however, dark blues, greens and reds are traditional. 6. Vertically hinged. This project has gray as a predominant color.

TRC comments and requests

A second rendering showing the view from the Northwest corner of the project and a rendering between the townhomes and 206 unit building

Applicant shall show calculation of how there are 60 free parking spaces in the Ocean Club building.

Applicant shall ensure that there will be no light spillage from ceiling lights or car lights in the parking garage into the public ROW and that there will be no glare produced.

Applicant shall explore making stoops larger if possible

Applicant shall explore roof top solar before application to the planning board.

Applicant shall explore opportunities for small color accents in all buildings.

Applicant shall explore a small return at the roofline to create a shadowline.

Leaders and downspouts shall be incorporated into the façade design or run internal to the building.

Applicant shall ensure that the garage grillwork is attractive and helps camouflage that the ground level is a garage. Applicant shall also explore a louver system at the openings as a design solution.

Applicant will add more trash cans, benches and bike racks to the streetscape. Separate bike storage will be provided internally for apartment building residents.

Landscape plans for all amenity areas shall be provided.

Applicant shall address how waste will be handled and if a private hauler shall be used.

Applicant shall list all the elements of green building design.

Applicant shall commit to installing the infrastructure for the entire tax block.

For the planning board submission a full lighting plan, ADA plan and will show utility connections.

On street parking spaces, curb cuts, and the elimination of parking shall be made clearer.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-124

Home Program grant to be submitted to Monmouth County by Interfaith Neighbors requires support from Municipality's Governing Body. If awarded, will permit IFN to increase the number of deed-restricted, low-to-moderate income sales at Parkview AP, mixed income residential project. (Across from Springwood Avenue Park) from 20% AFFORDABLE TO 30% AFFORDABLE.



RESOLUTION NO. 2021-124

**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 PARKVIEW AP WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF ASBURY PARK FOR HOME FINANCING (BLOCK 803, LOTS 1.01-10.01)

WHEREAS, Interfaith Neighbors, Inc. (hereinafter referred to as “Sponsor”) proposes to construct a mixed income housing project consisting of twenty units which shall include a mixture of moderate and emerging market (up to 120% of area median) affordable units known as Parkview AP -Block 803, Lots 1-14 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 Parkview AP -Block 803, Lots 1.01-10.01 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, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2021-124 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 25th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-125

Subsequent Redeveloper Agreement for Block 4001, Lots 2-15 (Kingsley, Third and Fourth Avenue) to develop an apartment building of 206 units, 4600 square feet of commercial space and 249 parking spaces along with 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each.



RESOLUTION NO. 2021-125

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT DEVELOPER AGREEMENT WITH AP BLOCK 4001 VENTURE URBAN RENEWAL, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT BLOCK 4001, LOTS 2-15 (KINGSLEY STREET, THIRD AVENUE AND FOURTH AVENUE)

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

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

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

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

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

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

WHEREAS, the City Council on June 14, 2018 amended the Waterfront Redevelopment Plan and the Redeveloper Agreement to permit development on lots of 15,000 square feet or

more and permit an Entity other than the Master Developer to enter into a subsequent redeveloper's agreement with the City; and

WHEREAS, the City, the Master Developer, and AP Block 4001 Venture Urban Renewal, LLC, with offices at c/o iStar, 1100 Ocean Avenue, Asbury Park, NJ 07712, (the "**Entity**") desire to enter into a Subsequent Developer Agreement to set forth the obligations of both the City and the Entity with respect to the Project; and

WHEREAS, the Entity is an affiliate of Master Developer, which pursuant to the Redeveloper Agreement and Redevelopment Plan, intends to redevelop vacant land into a mixed use project consisting of approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking containing approximately 249 parking spaces, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units, and approximately 4,600 square feet of ground floor commercial space located within the 3 to 6 story mixed use structure and all together with related amenities and improvements in accordance with the project description and architectural plans attached as Exhibit 'A' ("**Project Description**") and the approval by the City's Planning Board to be obtained (the "**Project**") on property identified as Block 4001, Lots 2-15 on the tax maps of the City, which is within the Redevelopment Area (the "**Project Site**") and in accordance with all Governmental Approvals (as defined herein); and

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

WHEREAS, the governing body desires to designate AP Block 4001 Venture Urban Renewal LLC as developer and enter into the Subsequent Developer Agreement attached as Schedule 1 with the Entity for the development of a mixed use project consisting of approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking containing approximately 249 parking spaces, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units, approximately 4,600 square feet of ground floor commercial space located within the 3 to 6 story mixed use structure; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park, The City of Asbury Park designates AP Block 4001 Venture Urban Renewal LLC as a subsequent developer and shall enter into a Subsequent Redeveloper Agreement with AP Block 4001 Venture Urban Renewal, LLC (Exhibit B) for the development of the property located at Block 4001, Lots 2-15 as shown on the tax maps of the City of Asbury Park for the development of a mixed use project consisting of approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking containing approximately 249 parking spaces and 4,600 square feet of ground floor commercial space, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units.

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

Section 2. **Approval of the Agreement.** The Subsequent Developer Agreement in substantially the form attached hereto as Exhibit B is hereby approved.

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

Section 4. **Attestation and Sealing of the Agreement.** The Clerk of the City is hereby authorized and directed, upon the execution of the Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such document.

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-125 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

Exhibit A
Project Description

Attachment: Exhibit A (2021-125 : Subsequent Redeveloper's Agreement for Block 4001, Lots 2-15, Kingsley Street, Third and Fourth Ave.)

PROJECT DESCRIPTION BLOCK 4001, LOTS 2 through 15

Overview

Applicant is seeking preliminary and final minor site plan approval, preliminary and final minor subdivision approval, and relief from the Waterfront Redevelopment Plan Architectural Guidelines to develop a three-phase multi-family project on Block 4001, Lots 2 through 15 (the "Property"). The Property is located within the Waterfront Redevelopment Area and currently consists of 14 separate tax lots, which collectively front on Kingsley Street, Third Avenue, and Fourth Avenue. The Property is vacant, except for a former staging area that was used during the construction of Asbury Ocean Club.

On the eastern portion of the Property, Applicant proposes a mid-rise mixed-use building consisting of 206 dwelling units, approximately 4,600 square feet of retail and an enclosed parking garage. On the western portion of the Property, Applicant proposes 20 townhomes with 2 car garages and a courtyard amenity. The proposed project will be constructed in three phases, identified as A, B and C.

Subdivision

Applicant proposes to consolidate 14 tax lots to create three tax lots. The first lot, measuring 78,173 sf, will house the mid-rise multi-family apartment building and will have frontage on Kingsley Street, Third Avenue, and Fourth Avenue. The second lot, measuring 17,403 sf, will front on Fourth Avenue and will contain 10 townhomes. The third lot, measuring 17,403 sf, will front on Third Avenue and will contain 10 additional townhomes. All proposed lot areas comply with the Waterfront Redevelopment Plan. The development project on each phase fronts its respective street.

Phase A (Multi-Family, Mixed Use Building)

Phase A will consist of the 206 apartment-style dwelling units and related amenities on the eastern portion of the Property. The proposed mixed-use building varies in height from 3 to 6 stories, in accordance with the Waterfront Redevelopment Plan, where a maximum height of 6 stories is permitted on Block 4001. The 3-story portion of the building creates an east-west opening (or "view corridor") between the two 6-story portions of the building along Third and Fourth Avenues. An amenity deck with a swimming pool and outdoor seating areas will be located above the parking deck. Approximately 4,600 of commercial space, split into at least two units, will front on Kingsley Avenue to provide a pedestrian connection to the street level. A total of 249 parking spaces will be provided on-site within the parking garage. An additional 60 parking spaces will be provided within the existing parking garage located directly across Kingsley Street in the Asbury Ocean Club (pursuant to Ordinance 2019-38).

Phases B and C (Townhomes)

Phases B and C are proposed to consist of 20 townhomes on a 0.8-acre portion of the Property. The townhouses are configured as four separate buildings which each contain five attached dwelling units. The overall tract would be subdivided into two new tax lots (proposed tax lots 2.02 and 2.03). Each lot, which will be constructed as its own phase, will contain two buildings consisting of a total of 10 townhouse dwellings (5 units per building). The buildings will be 4 stories, which is consistent with the maximum height permitted in this portion of Block 4001 in the Waterfront Redevelopment Plan. An internal courtyard amenity space for residents will be located between and overlap the two lots. Access will be

provided via driveways from Third Avenue (Phase B - Buildings 1 and 2) and Fourth Avenue (Phase C - Buildings 3 and 4). Each townhouse dwelling will have two parking spaces in a first-story garage accessed from an internal driveway. The total parking on Phases B and C (42 spaces) exceeds the 30 minimum spaces required by the WRP (based on 1.5 spaces per unit).

Consistency with the Waterfront Redevelopment Plan

One of the foremost Planning Principles of the WRP is to “encourage new residential development.” This phased project provides a variety of housing options within the Waterfront Redevelopment Area.

As the first large for-rent multi-family building to be constructed in the Waterfront Redevelopment Area, the proposed development on the easterly portion of the Property will both increase and diversify the housing options available to the Asbury Park community. From an urban design perspective, the development of Block 4001 is intended to achieve a logical transition in building height, form and density from the Asbury Ocean Club located on Block 4002 to the lower density areas located to the west of the Waterfront Redevelopment Area. This concept is consistent with the WRP’s Ocean Avenue District design principles which suggest that development should accomplish the following:

- Line Kingsley Street with mid-rise residential buildings (6-8 stories), thereby placing the majority of new residences away from the ocean’s edge.
- Decrease building heights from mid-rise to townhouse scale in the blocks between Kingsley and Bergh Streets to match the scale of the adjacent existing residential area.

The above design principles will be advanced by locating the proposed mid-rise development along Kingsley Street and the low-rise townhome community to the west of the proposed building. The WRP further calls for “limit[ing] the height of mid-block buildings along both sides of Kingsley Street to 3 or 4 stories to allow views of the ocean through the blocks.” Based on this principle, the proposed building will maintain the mid-block view corridor contemplated in the WRP by creating an east-west opening in the building above the 3rd story.

The layout of the townhouses on the westerly portion of the Property will provide an attractive and continuous streetwall along Third and Fourth Avenues, which is also consistent with the WRP’s emphasis on creating a pedestrian-friendly environment within the waterfront. A solid fence will be installed along the westerly property line to screen the development from neighboring properties. The HVAC units and electric/gas meters will be located outside of front yard areas consistent with the WRP.

In addition, Kingsley Street will be activated by the small proposed retail space and ground floor activity associated with the residential dwellings. It should be noted that retail space along Kingsley Street is not required by the WRP. However, the proposed design will advance one of the key purposes of the Architectural Design Guidelines, which is to “encourage the design of building frontages that support pedestrian activity.” It will also provide incubator retail space for small businesses and create new jobs in the community.

The streetscape will be improved in accordance with the Waterfront Redevelopment Area Infrastructure Component Report. One on-street parking space on Third Avenue will be removed to accommodate access to the development. In accordance with the WRP, this space will be provided in an off-street location.

Stormwater management will be compliant with the conditions of the existing CAFRA permit for the Waterfront Redevelopment Area in addition to meeting the applicable standards of the current effective NJ Stormwater Management Rules and the recently adopted stormwater management rules set to take effect in March of 2021.

Architectural Design

The proposed architecture is consistent with the WRP's design principle of "develop[ing] new residential buildings that are compatible with and extend Asbury Park's special oceanside character in a contemporary way."

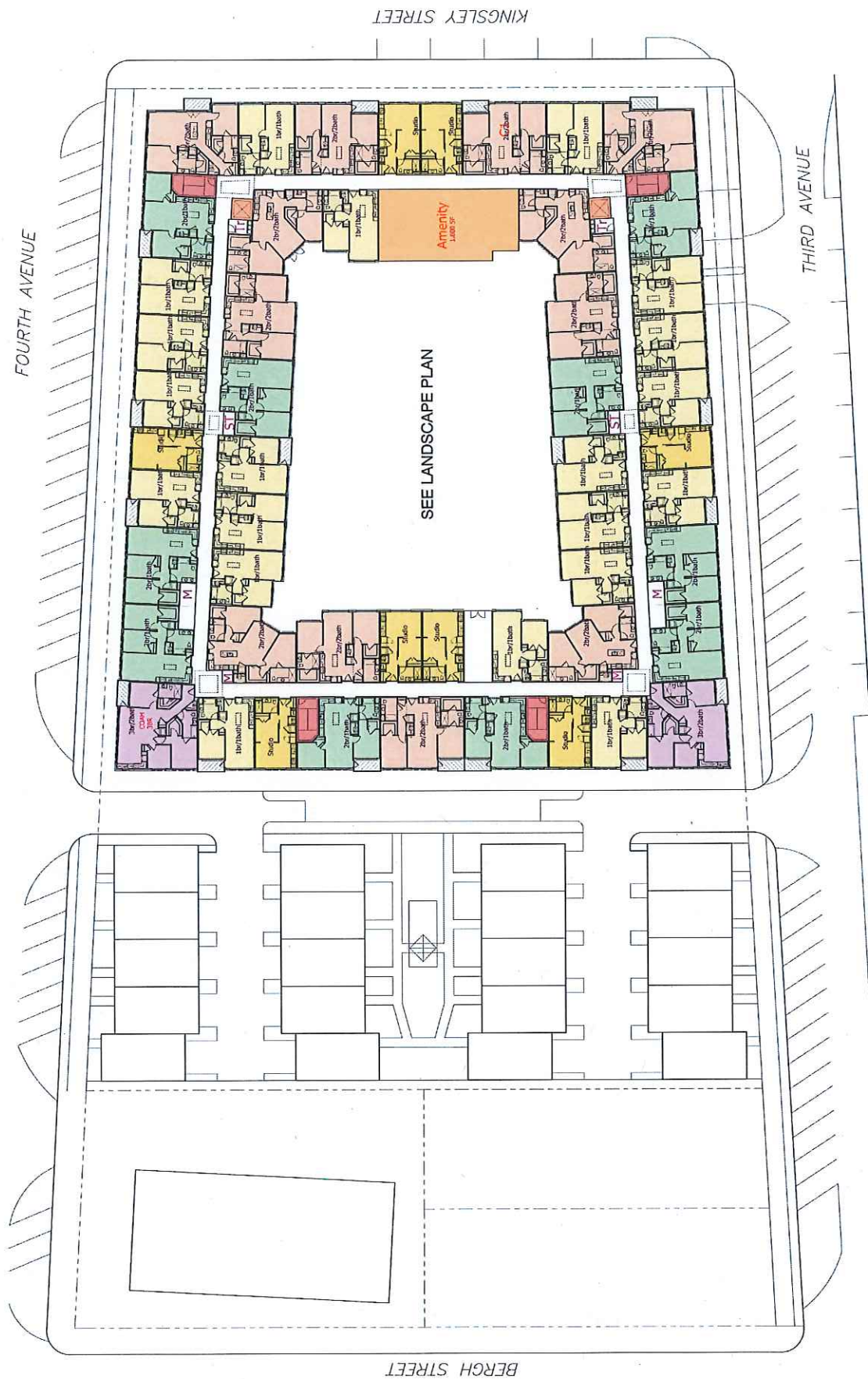
The Multi-Family building is designed with a contemporary palette of white and gray brick, cementitious siding and rustic wood grain cementitious fiber siding, which are compliant with WRP's Architectural Design Guidelines. The overall façade composition adheres to the base/middle/top format described in the WRP. The residential facades are divided into a series of vertical bays differentiated by changes in cladding material, colors, accent lighting, and changes in the façade plane. Balconies are an additional architectural element that contribute to the façade composition. No streetwall extends beyond 100 feet without a break. The same level of detailing and transparency is provided on all four sides of the building. The proposed aluminum windows are consistent with the guidelines set forth in the WRP. The retail storefronts will have aluminum elements and all signage will comply with the maximum height of 3 feet allowed by the WRP. The parking will be completely enclosed and screened by a light gray plaster façade with architectural grilles over the openings, which mimic the fenestration pattern of the residential upper stories. Landscaping along the facades of the parking garage will provide additional visual interest and separation to enhance its appearance.

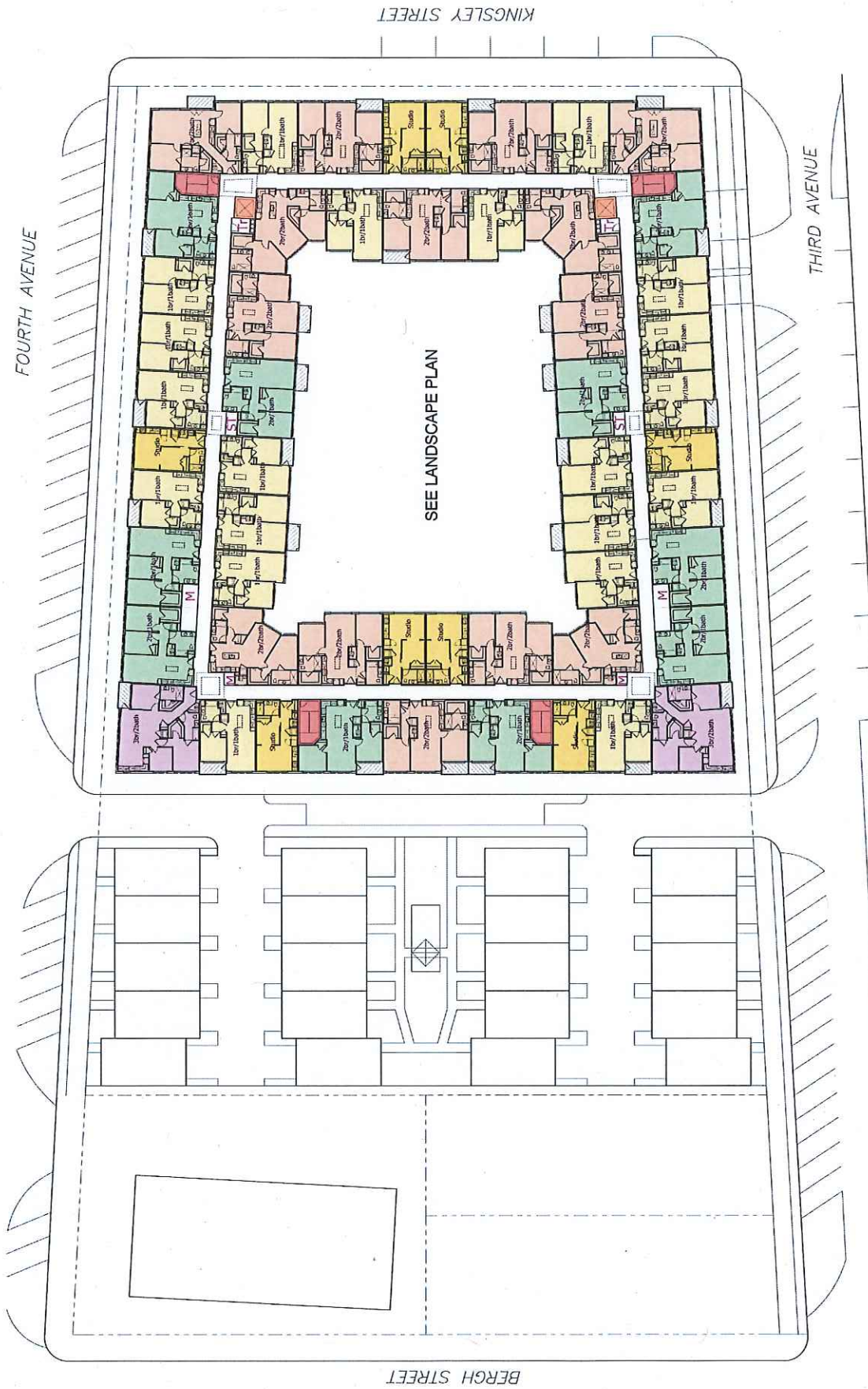
The overall façade composition for the townhouses also adhere to the base/middle/top format described in the WRP. The entrances along Third and Fourth Avenues will have stoops separated from the sidewalk by a landscape strip and three-foot-tall decorative fence. All of the proposed building materials comply with the WRP Architectural Guidelines. The townhouse facades will be clad in gray and white brick, with bay projections finished in white fiber cement panel. Each dwelling will have a mezzanine terrace on the fourth story with a decorative metal trellis and railing. Juliet balconies provide further articulation and visual interest to the facades. The same level of detailing and transparency is provided on all four sides of each building.

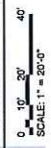
Relief Requested

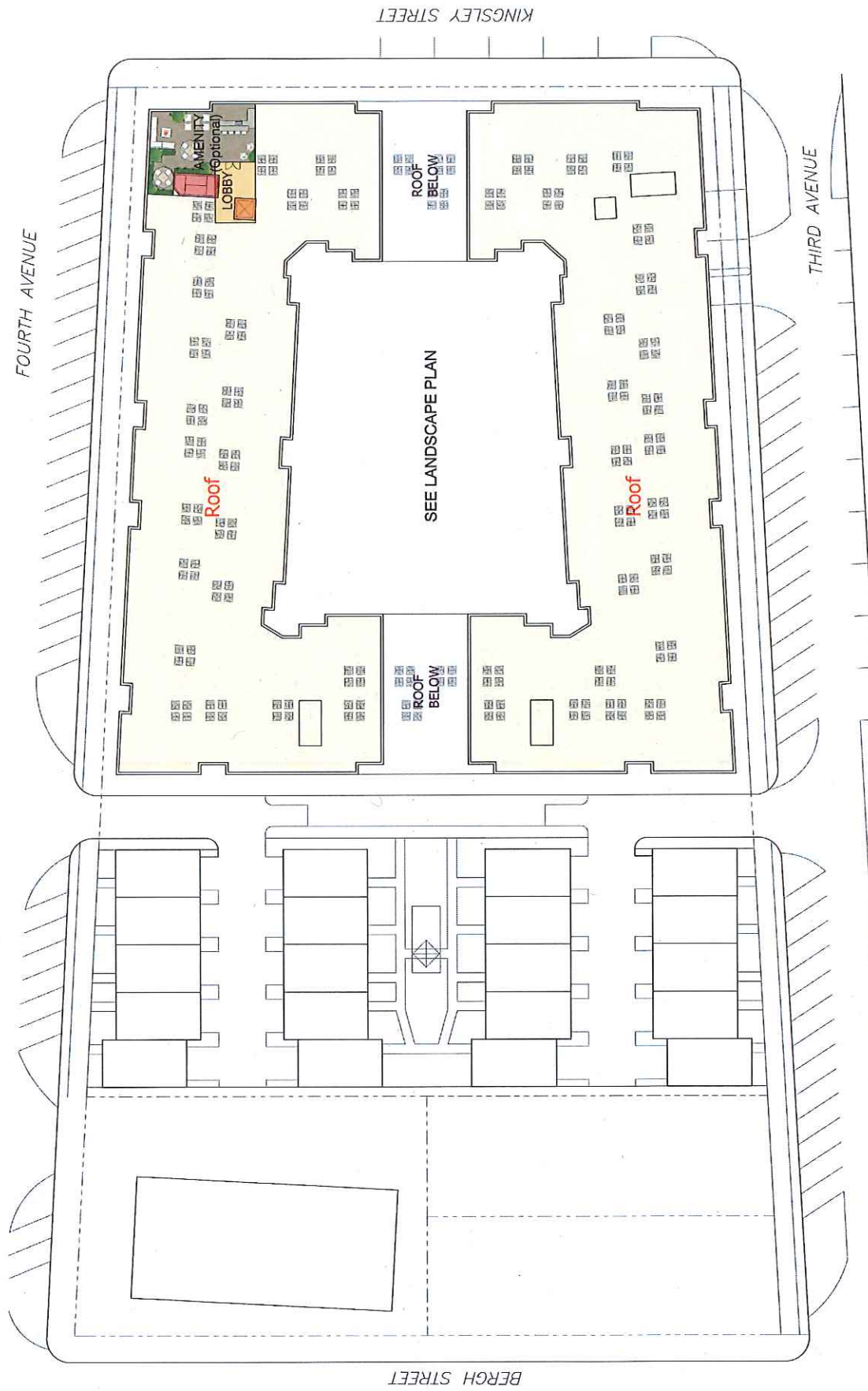
The following relief is requested from the Architectural Design Guidelines:

Waterfront Redevelopment Plan Page	Requirement	Proposal
62	Doors shall be painted wood or composite wood	Doors will be aluminum or metal (including exit, balcony, storefront, and garage doors)
62	Windows shall have a minimum 4" post	4" post not provided
64	A majority of the windows shall be rectangular with a height-to width ratio between 1:1.6 and 1:3.	Window ratios will be approximately 1:0.46 (single), 1:0.92 (double), and 1:1.38 (triple) <i>*Note this item relates only to Phase A</i>









Roof Plan

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

A.08

OCTOBER 08, 2020
0" = 10' 0"
SCALE: 1" = 20'-0"
40'

THIS DOCUMENT IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DESIGN SHALL BE MADE BY THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DOCUMENT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DOCUMENT.



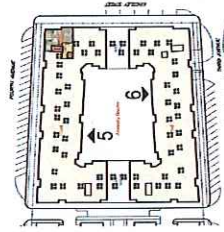
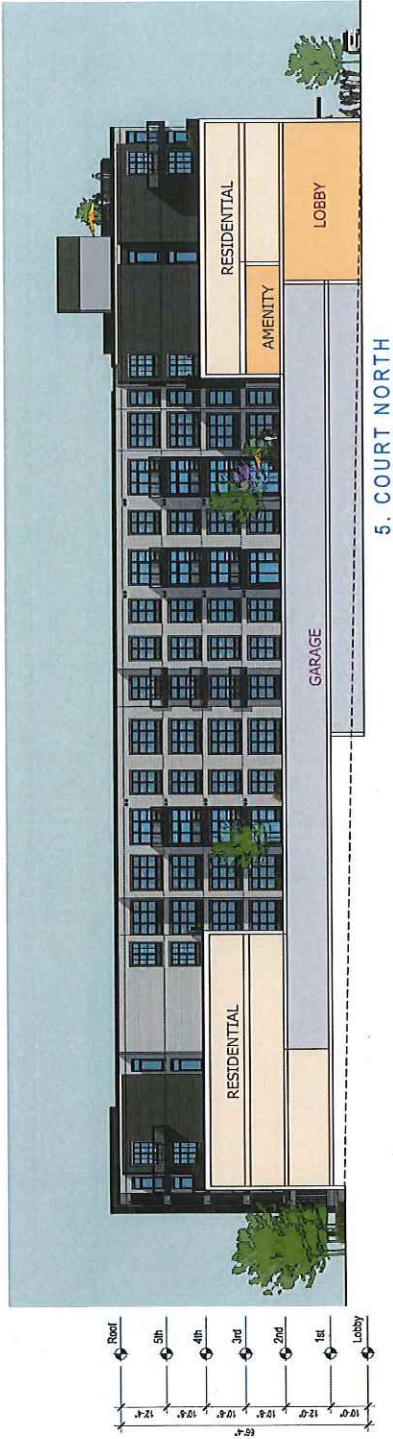
1. KINGSLEY STREET ELEVATION



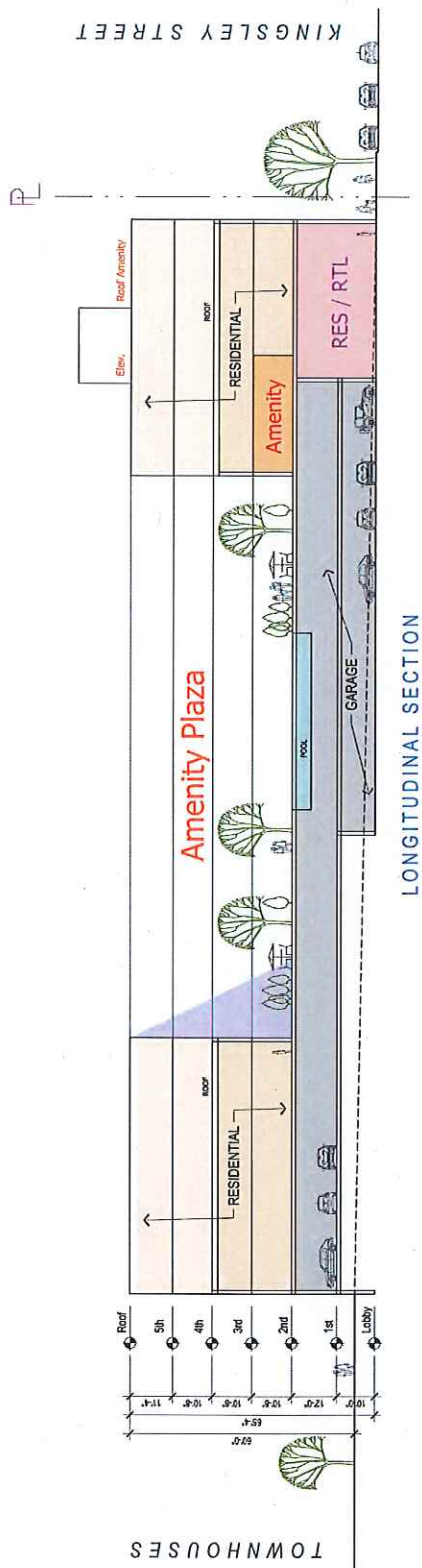
2. FOURTH AVENUE ELEVATION



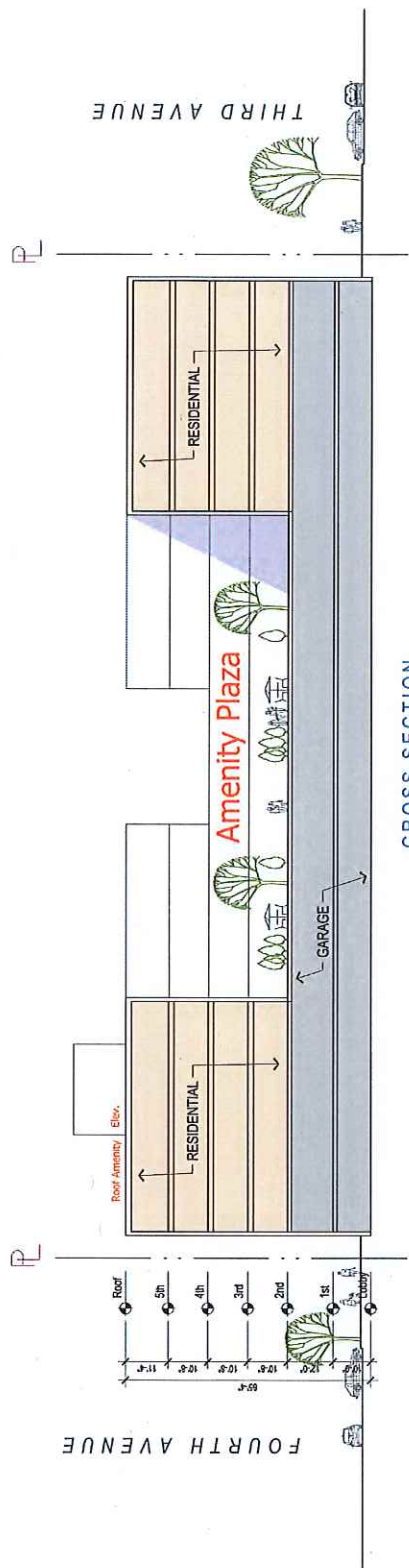




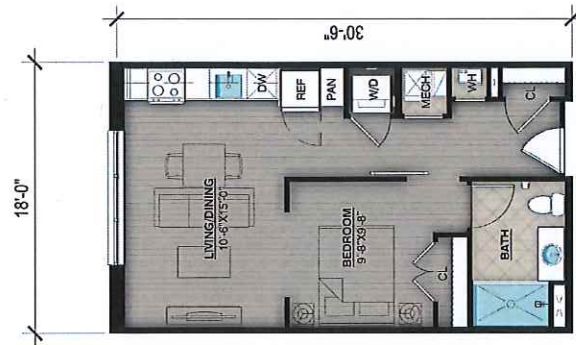
Key Plan



LONGITUDINAL SECTION



CROSS SECTION



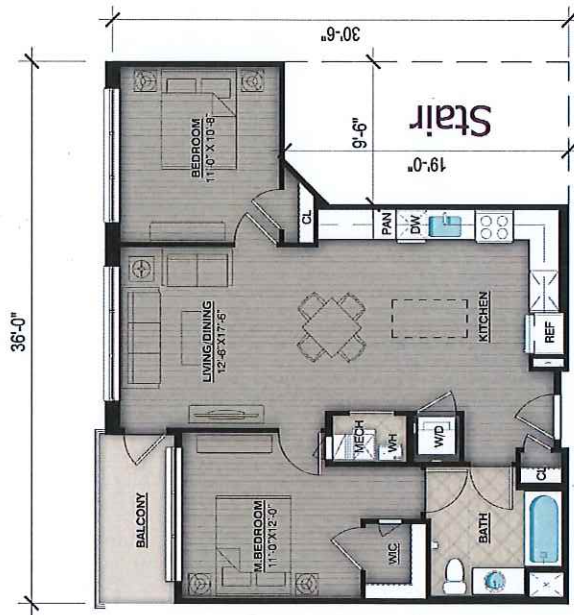
Studio



1br/1bath



1br/1bath



2br/1bath



2br/1bath



2br/2bath



2br/2bath



2br/2bath



2br/2bath

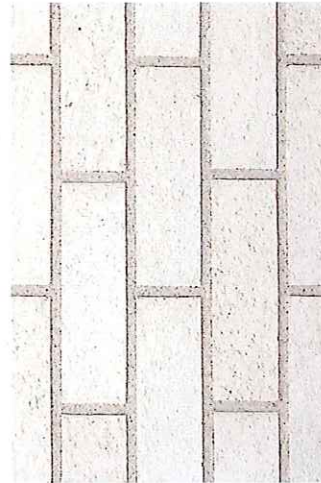


3br/2bath

Brick



Exterior Plaster

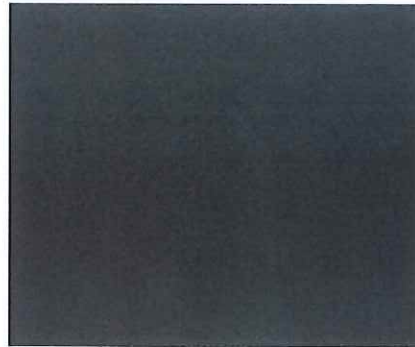


A- Alaska White Velour

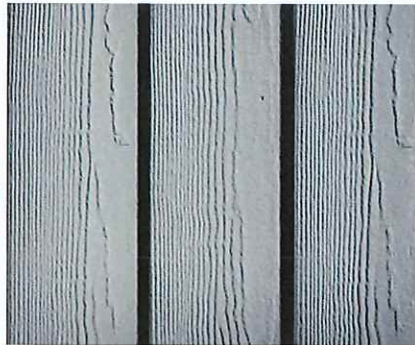


B- Fine Texture Light Grey

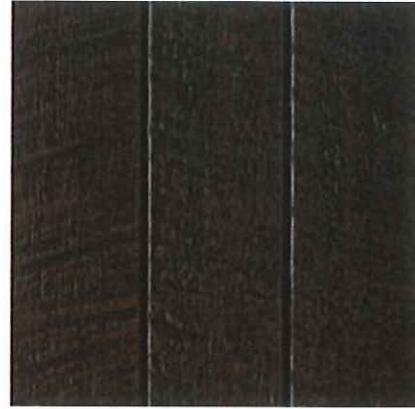
Synthetic Panel & Siding



C- Night Gray



D- Light Mist



E- Roughsawn: Tobacco

MATERIALS

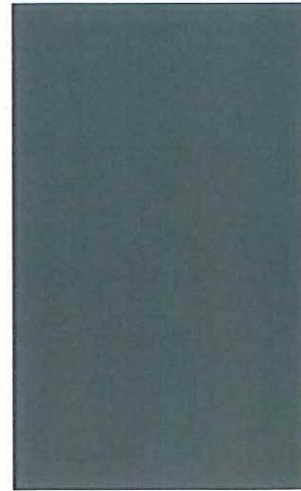
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OCTOBER 09, 2020

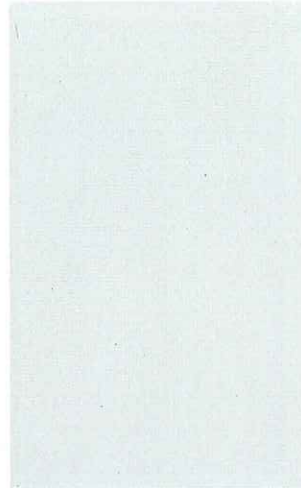
BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

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Metal Panel&Grill



F- Slate Gray



G- Off White

MATERIALS



Color: Architectural Bronze



Certifications/Qualifications	
Location Rating	Damp
	www.kichler.com/na/c4001
Dimensions	
Base Backplate	5.00 X 4.75
Extension	8.50"
Weight	2.60 LBS
Height from center of Wall opening (Spec Sheet)	7.50"
Height	15.00"
Width	5.75"
Mounting/Installation	
Interior/Exterior	Exterior
Mounting Style	Wall Mount
Mounting Weight	2.60 LBS
Primary Lighting	
Lamp Included	Not Included
Lamp Type	BR40
Light Source	Incandescent
Max of Nominal Watt	120W
# of Bulbs/LED Modules	2
Socket Type	Medium
Socket Wire	150
Product/Ordering Information	
SKU	9246AZ
Finish	Bronze
Style	Contemporary
UPC	783927924641
Specifications	
Material	ALUMINUM

LIGHT FIXTURE

A.21

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

OCTOBER 09, 2020

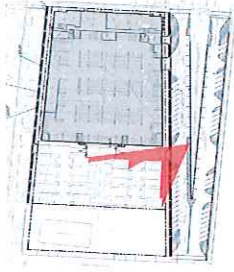
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BLOCK 4001 TH PHASE B & C

ASBURY PARK, NJ

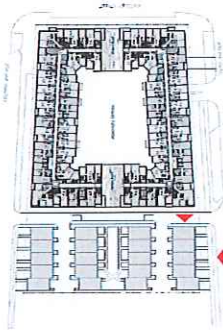
TECHNICAL REVIEW SUBMISSION





KEY PLAN





KEY PLAN



(*) FROM AVG GRADE AT FOUNDATION OF BUILDING TO HIGHEST POINT OF THE SURFACE OF A FLAT ROOF.

THIRD AV. VIEW - FRONT ELEVATIONS

INTERIOR ST. VIEW

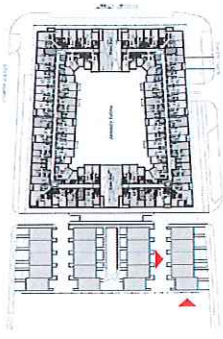
CONCEPTUAL ELEVATION

BLOCK 4001 | OCTOBER 19, 2020

A.24

Asbury Partners, LLC
ASSURRY PARK, NJ

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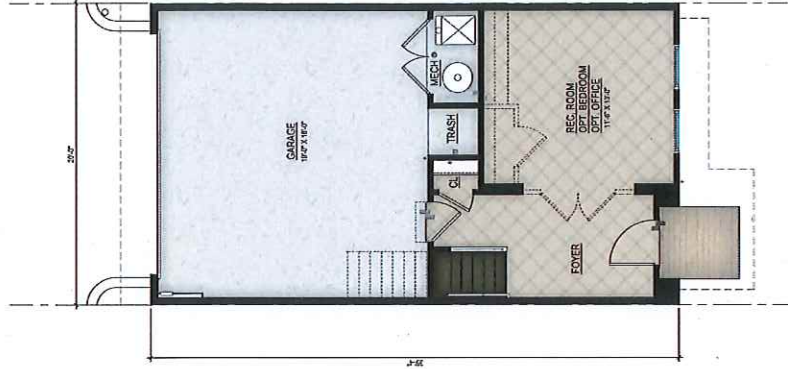


KEY PLAN



ALLEY REAR ELEVATIONS

SIDE ELEVATION





ROOF PLAN

ALT. LOFT FLOOR PLAN
FINISHED AREA : 544.59 SQ. FT.
ROOF TERRACE : 226.07 SQ. FT.

LOFT FLOOR PLAN
FINISHED AREA : 544.59 SQ. FT.
ROOF TERRACE : 226.07 SQ. FT.

20' INTERIOR UNIT - PROGRESS

A.27

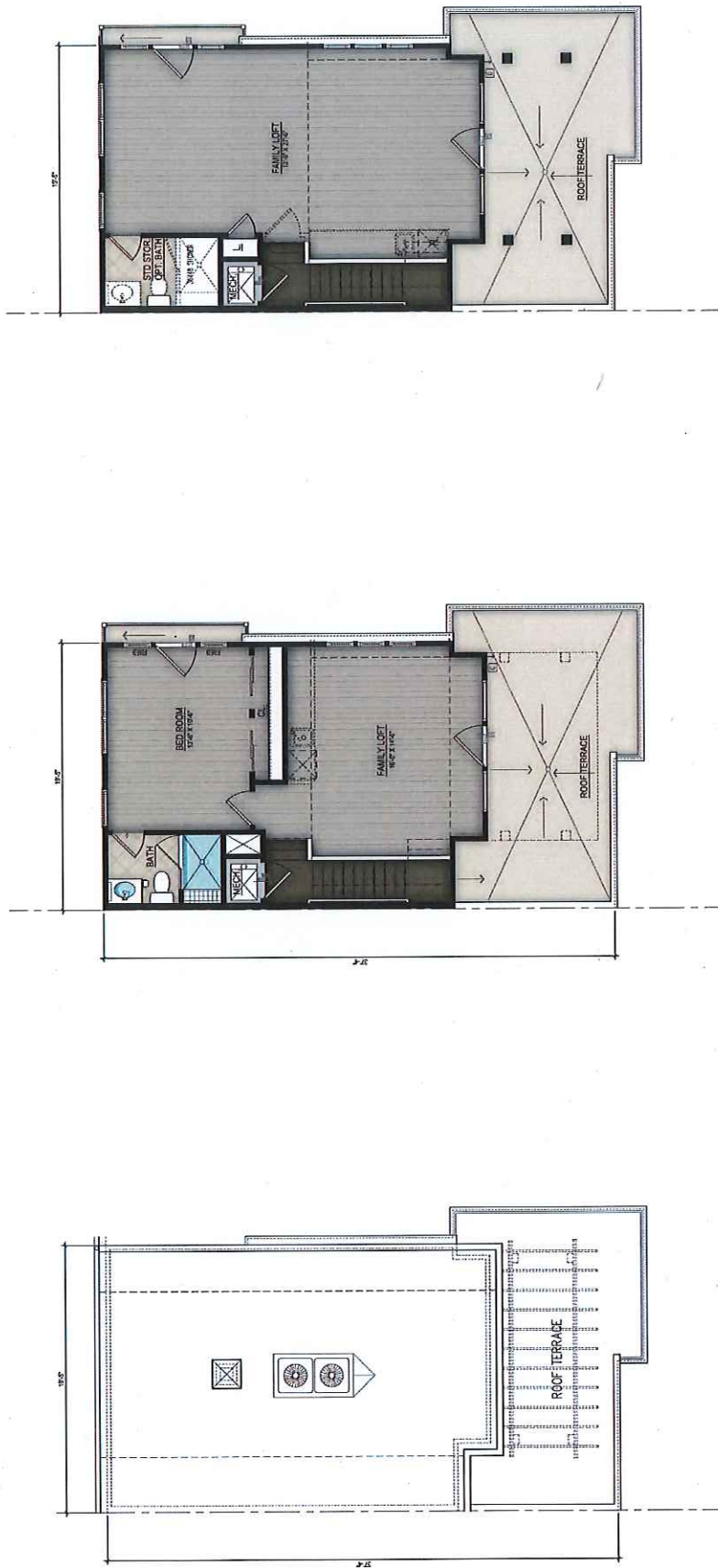
OCTOBER 08, 2020

BLOCK 4001

Asbury Partners, LLC
ASBURY PARK, NJ

lessard
DESIGN
21 LEESBURG PIKE, SUITE 700, VIENNA, VA 22182
703.826.1800 | P: 971.430.1831 | LESSARDDESIGN.COM





ROOF PLAN

ALT. LOFT FLOOR PLAN

LOFT FLOOR PLAN

FINISHED AREA : 528.60 SQ. FT.
GARAGE AREA : 253.75 SQ. FT.

FINISHED AREA : 528.60 SQ. FT.
GARAGE AREA : 253.75 SQ. FT.

FINISHED AREA : 528.60 SQ. FT.
GARAGE AREA : 253.75 SQ. FT.

COLORS

DARK BLUE



LIGHT GREY



WHITE



DETAILS
& MATERIALS

SHADING TRELLIS
WITH COLUMNS

PANEL

METAL RAILING

TWO STORY BAY

WHITE COLOR
BRICK

JULIET BLACONY

DOOR WITH GLAZING

GREY COLOR
BRICK



ARCHITECTURAL CHARACTER

A.30

OCTOBER 02, 2020

BLOCK 4001

Asbury Partners, LLC
ASBURY PARK, NJ

lessard
DESIGN
11 LEESBURG PIKE, SUITE TWO, NEWARK, NJ 07102
TEL: 973.484.1801 | LESLARDDESIGN.COM

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Material	Scheme 1
Brick	Alaska White Vellour
Base Brick	Light Grey
Precast	White
Panel at rear of building CONTINUOUS PANEL	White
Panel at Bay CONTINUOUS PANEL	White
Lap Siding CONTINUOUS SIDING (NA at rear HV jobs)	White
Cornices/Trim Board/Garage Door	White
Front Door	Blue Grey
Windows	White
Deck WATERPROOF DECK MEMBRANE	Granite
Metal Coping At Balcony & Parapets	Stone White
Railing	Grey
Terrace Pergola	Light Grey



FRONT ELEVATION



REAR ELEVATION



HV SIDE ELEVATION



LV SIDE ELEVATION

RENDERINGS AND MATERIALS SAMPLES ARE FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT REPRESENT THE FINAL DESIGN OR CONSTRUCTION. MATERIALS AND COLORS MAY VARY FROM THE RENDERINGS AND SAMPLES. THE FINAL DESIGN AND CONSTRUCTION SHALL BE DETERMINED BY THE ARCHITECT AND THE DEVELOPER.

LIGHT FIXTURES

BLOCK 4001
Asbury Partners, LLC
ASBURY PARK, NJ

A.32

OCTOBER 08, 2020

3.C.6.b



General Information

KLSLR 42020BK
Trimless 1 Light 12 Inch Black Outdoor Wall Source, Small
This light fixture is a trimless, outdoor wall source. It is designed to be mounted on a wall and is suitable for use in outdoor settings. The fixture is made of die-cast aluminum and features a black finish. It is suitable for use in outdoor settings and is suitable for use in outdoor settings.

Design Information

- Category: Outdoor Wall Lights
- Finish: Black
- Material: Die-Cast Aluminum
- Mounting: Wall Mount

Dimensions and Weight

- Height: 11.75 in.
- Width: 11.75 in.
- Backplate Depth: 6.75 in.
- Backplate Width: 5.50 in.
- Backplate Height: 5.50 in.
- Height from Center of Mounting: 5.50 in.
- Weight: 4.25 lb.

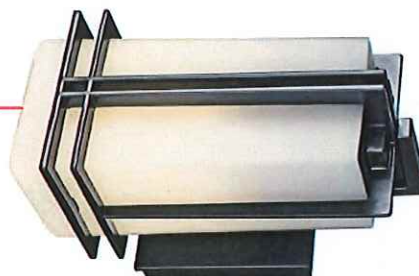
Other Specifications

- Ships Via: Ground (FREE SHIPPING)

Additional Details

- Code: PLSL 1201
- Shade Dimensions: 12.00 in. x 12.00 in.
- Shade Color: Black
- Shade Material: Die-Cast Aluminum

FRONT DOOR LIGHT FIXTURE



LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

- Trimless 1 Light 12 Inch Black Outdoor Wall Source, Small
- Category: Outdoor Wall Lights
- Finish: Black
- Material: Die-Cast Aluminum
- Mounting: Wall Mount

Dimensions and Weight

- Height: 11.75 in.
- Width: 11.75 in.
- Backplate Depth: 6.75 in.
- Backplate Width: 5.50 in.
- Backplate Height: 5.50 in.
- Height from Center of Mounting: 5.50 in.
- Weight: 4.25 lb.

Other Specifications

- Ships Via: Ground (FREE SHIPPING)

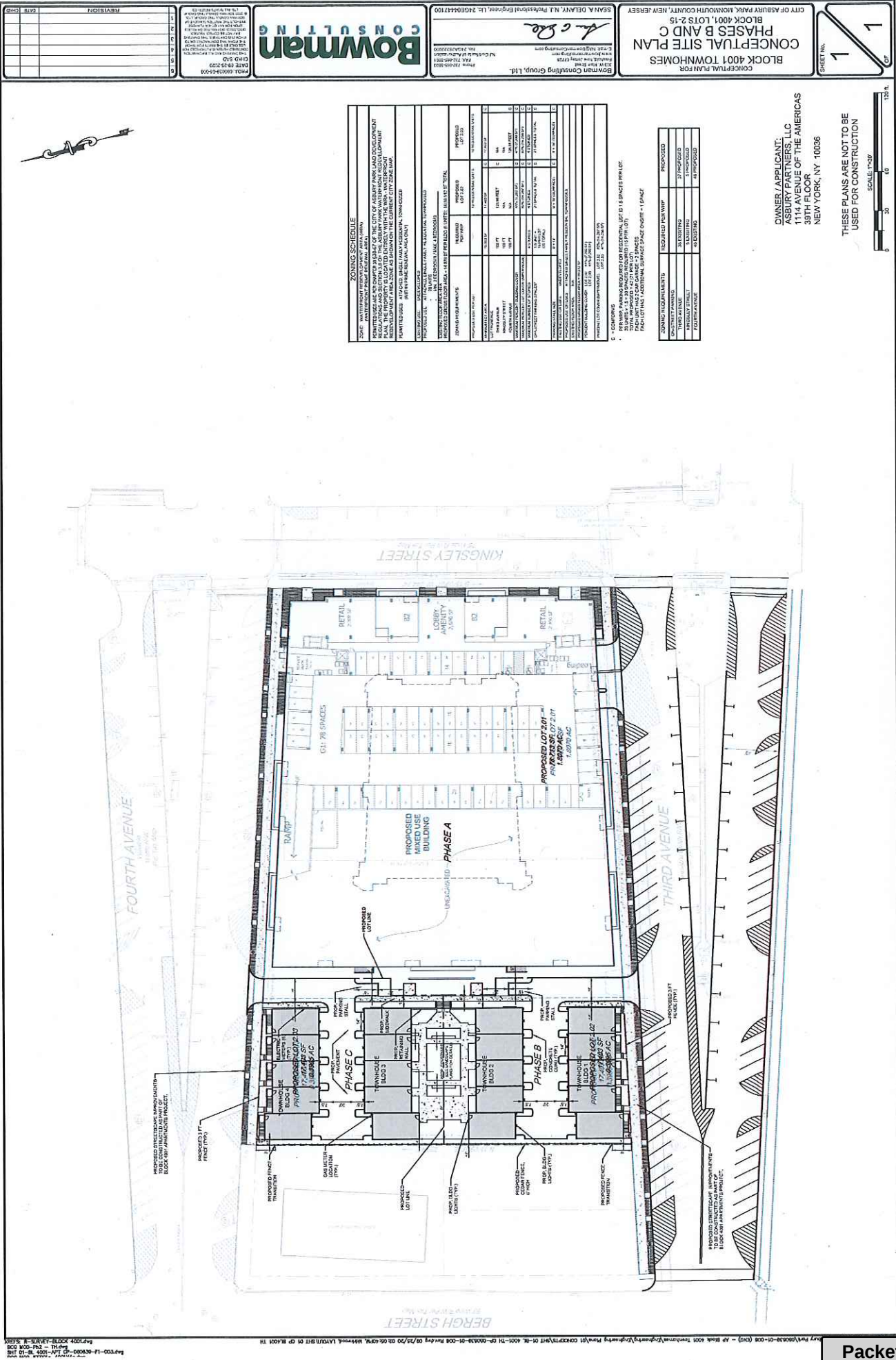
Additional Details

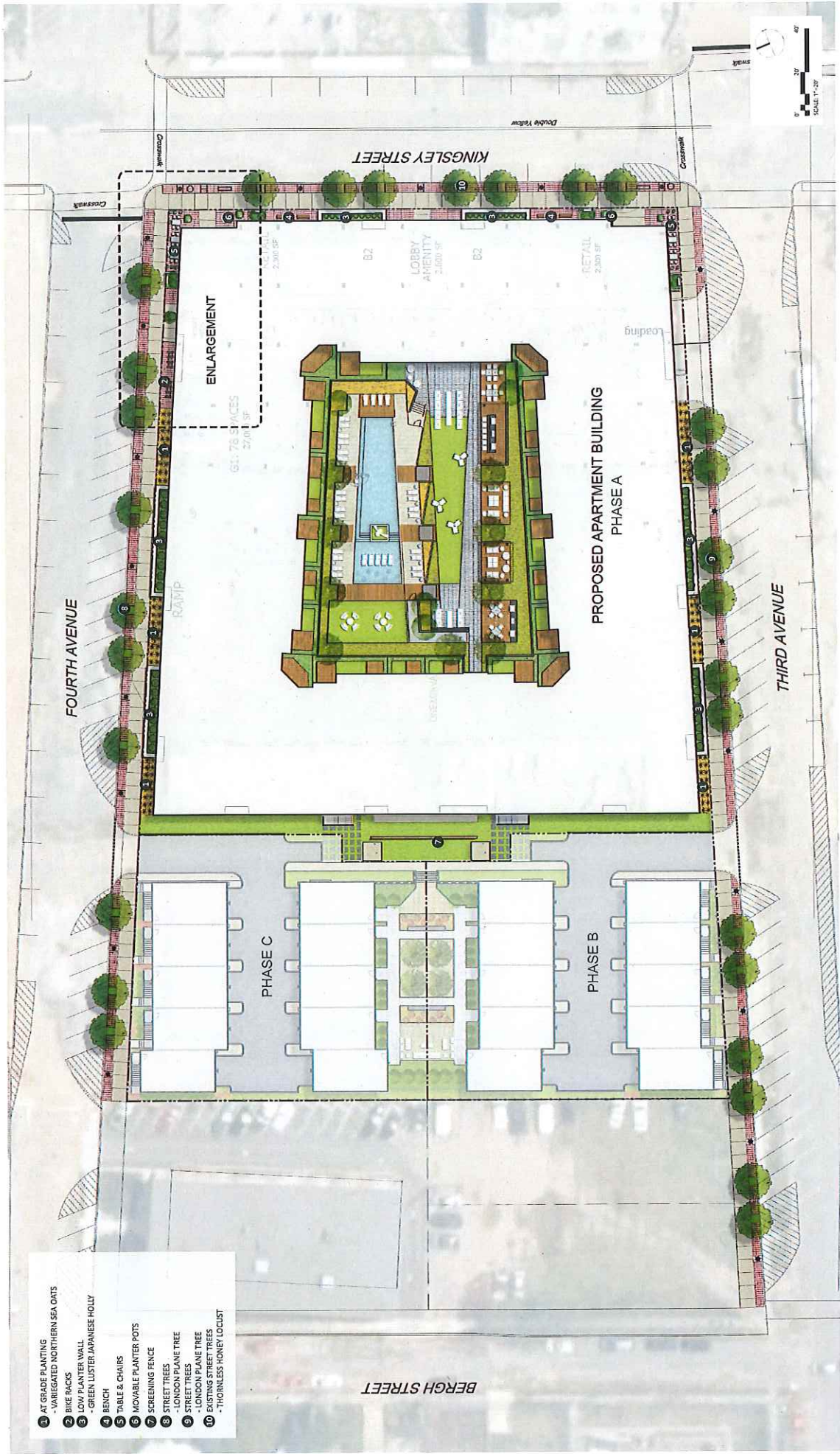
- Code: PLSL 1201
- Shade Dimensions: 12.00 in. x 12.00 in.
- Shade Color: Black
- Shade Material: Die-Cast Aluminum

EXTERIOR SIDE WALL LIGHT FIXTURE

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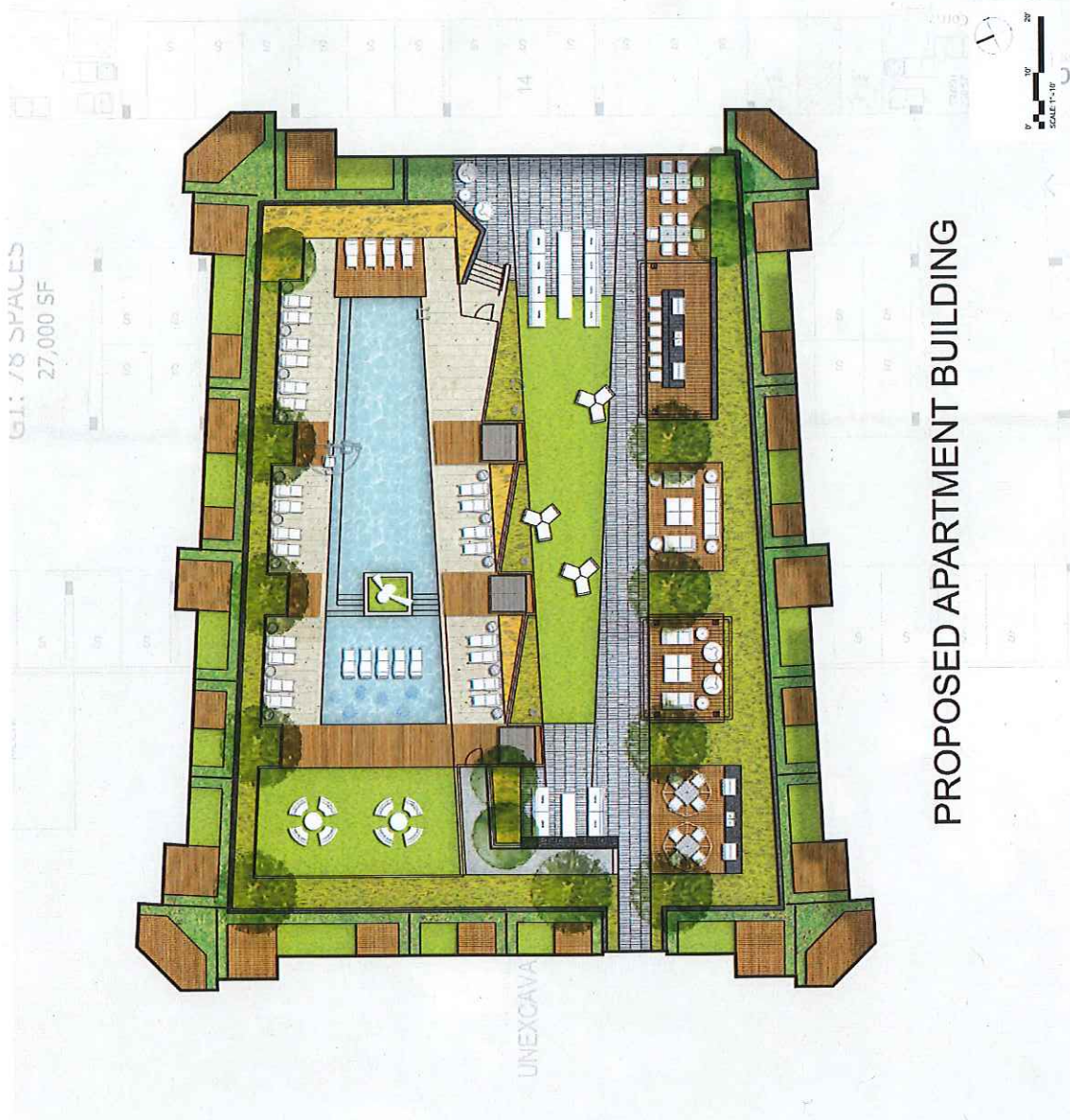
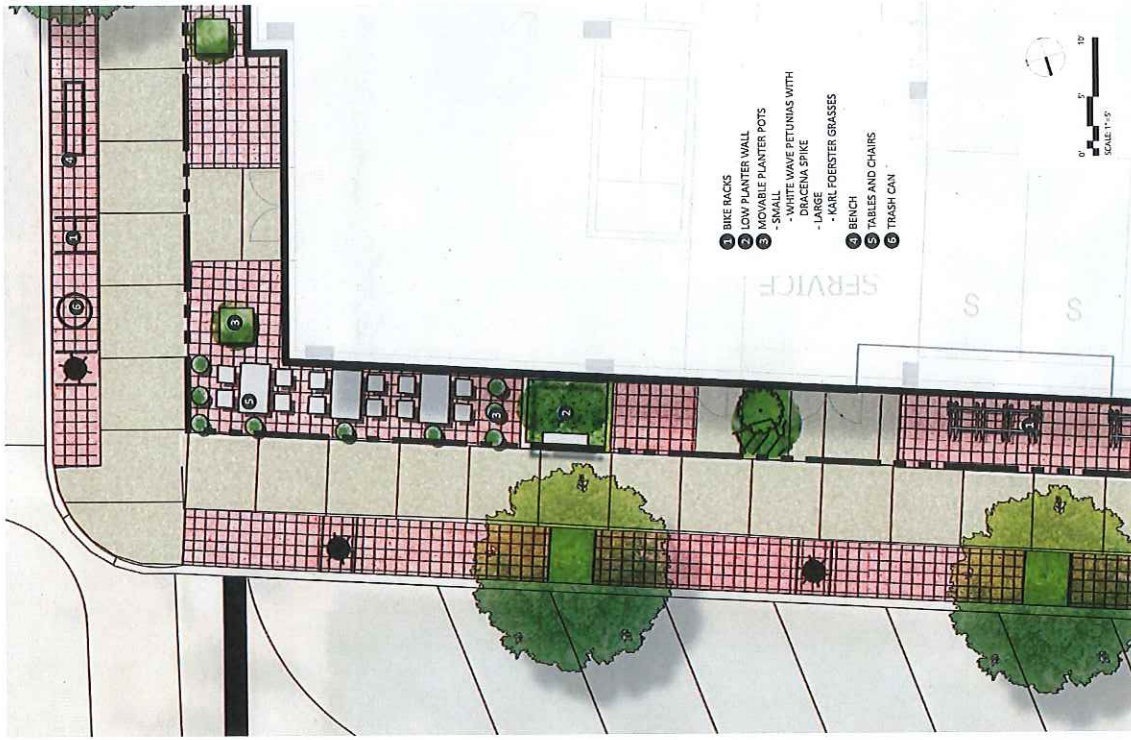
Bowman
Consulting
1000 Morris Avenue
Suite 100
Roseland, NJ 07068
Phone: 201.261.0000

DATE: 2020-09-25
PROJECT: 060539-01-004

PHASE A SITE RENDERING

BLOCK 4001 MULTIFAMILY | BLOCK 4001 LOT 245
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

OWNER:
ASBURY PARTNERS, LLC



PROPOSED APARTMENT BUILDING

PHASE A SITE RENDERING - AMENITY PLAZA & ENLARGEMENT

BLOCK 4001 MULTIFAMILY | BLOCK 4001 LOT 2-15
CITY OF ASSURV PARK, MONMOUTH COUNTY, NEW JERSEY

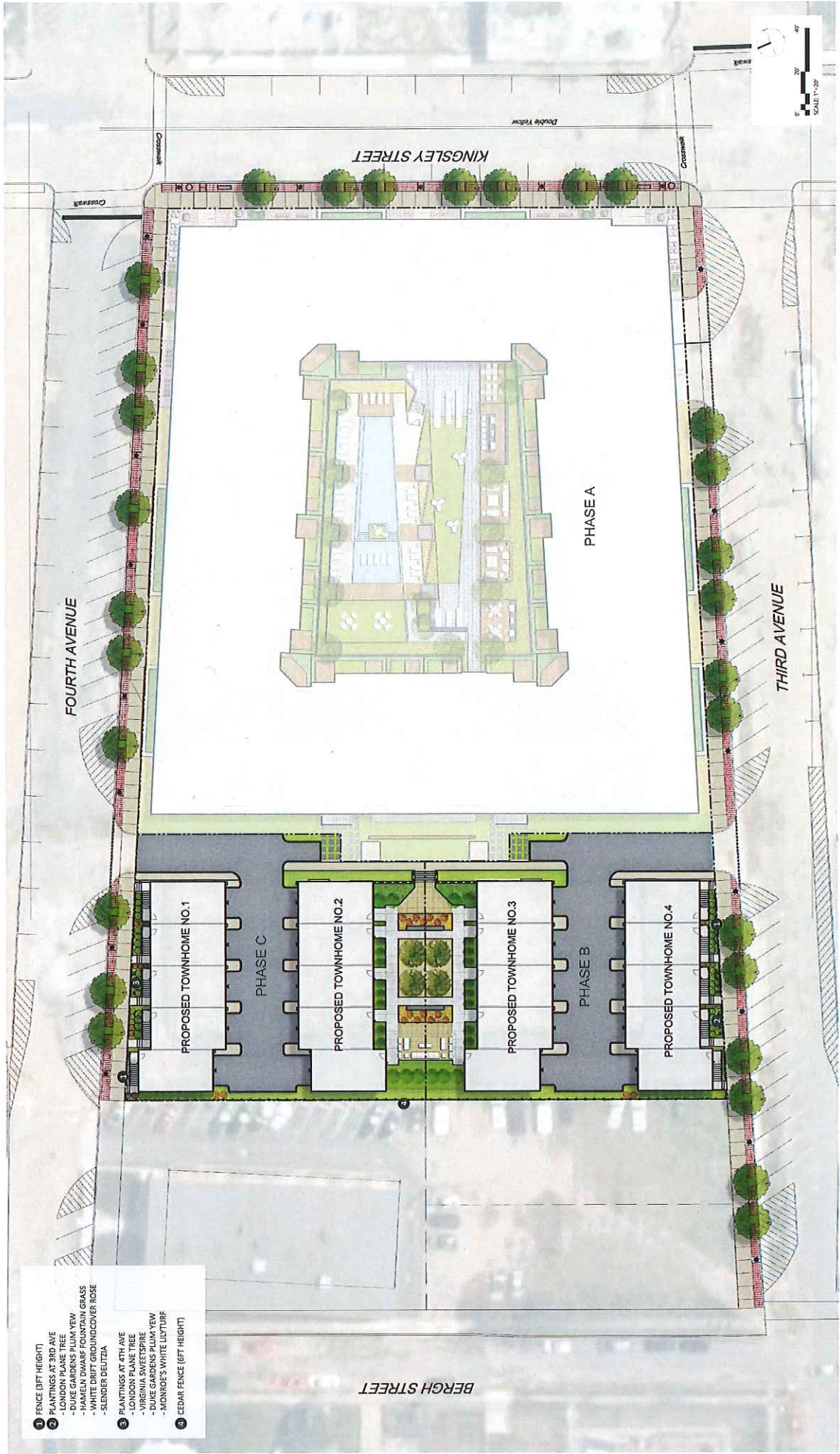
OWNER
ASSURV PARTNERS, LLC

DATE: 2020-09-25
PROJECT: 090639-01-004

Bowman
Consulting
Architects
P.C.
1000 Rte. 1
Suite 200
Princeton, NJ 08540
Phone: 609.781.1234
Fax: 609.781.1235
www.bowmanarchitects.com

3.C.6.b





Bowman

Bowman Consulting
1000 Morris Avenue, Suite 200
Fairfield, NJ 07004
Phone: 201.261.8800

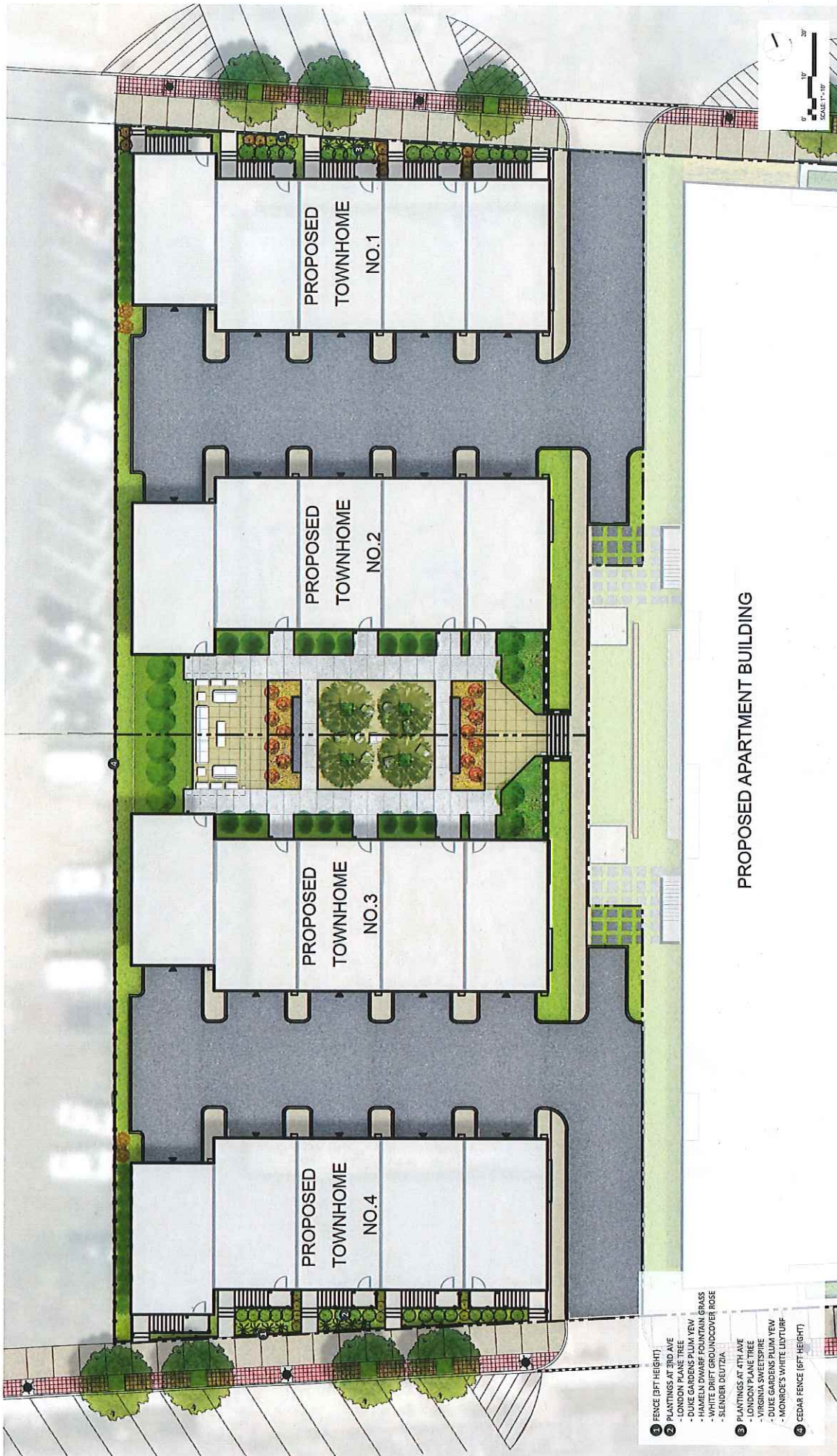
DATE: 2020-09-30
PROJ: 080635-01-005

OWNER
ASBURY PARTNERS, LLC

BLOCK 4001 LOT 2-45
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

PHASES B & C SITE RENDERING

BLOCK 4001 TOWNHOMES



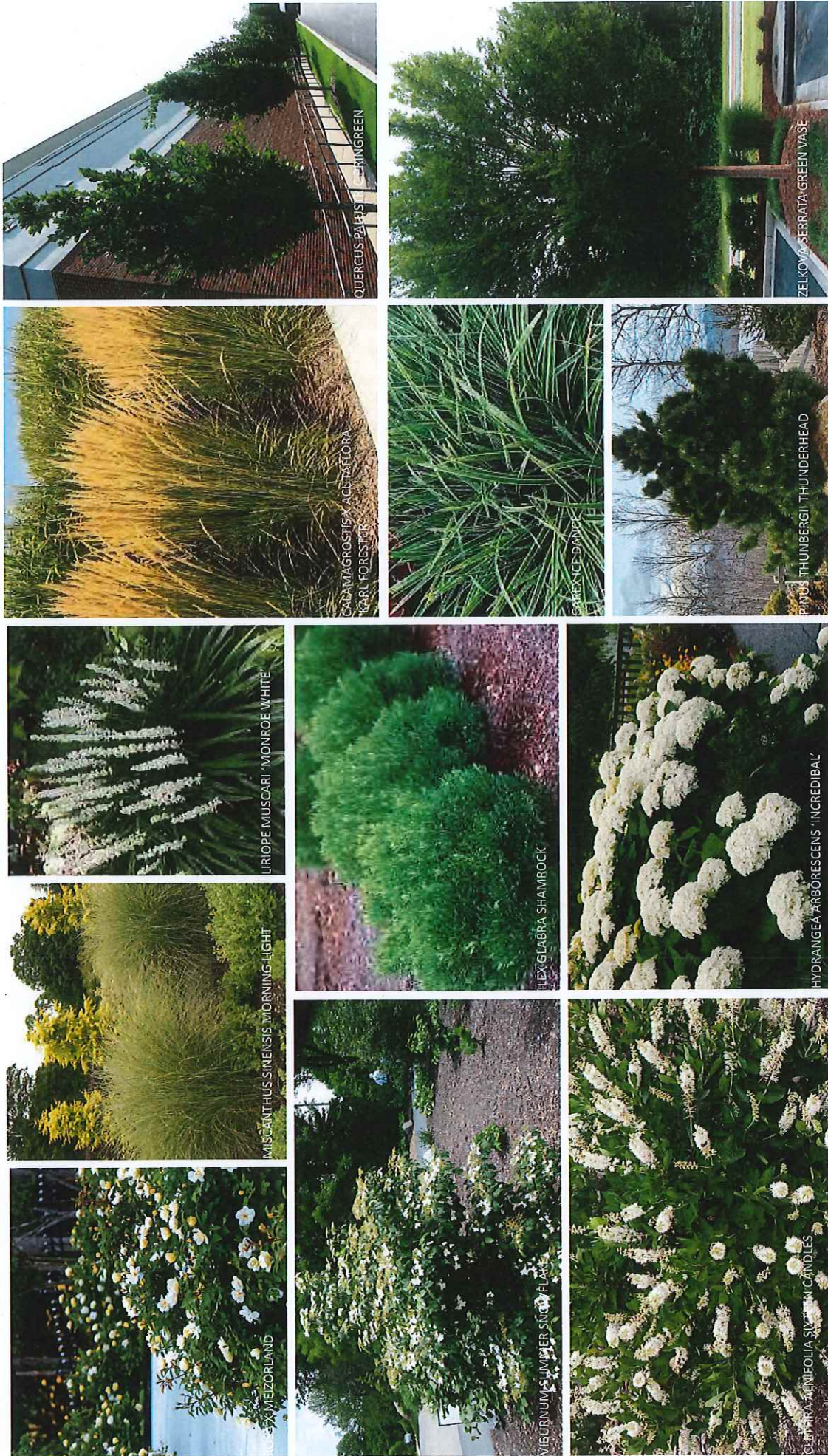
Bowman
Consulting
Architects
1000 Morris Avenue, Suite 200
Roseland, NJ 07068
Phone: 973-261-8800

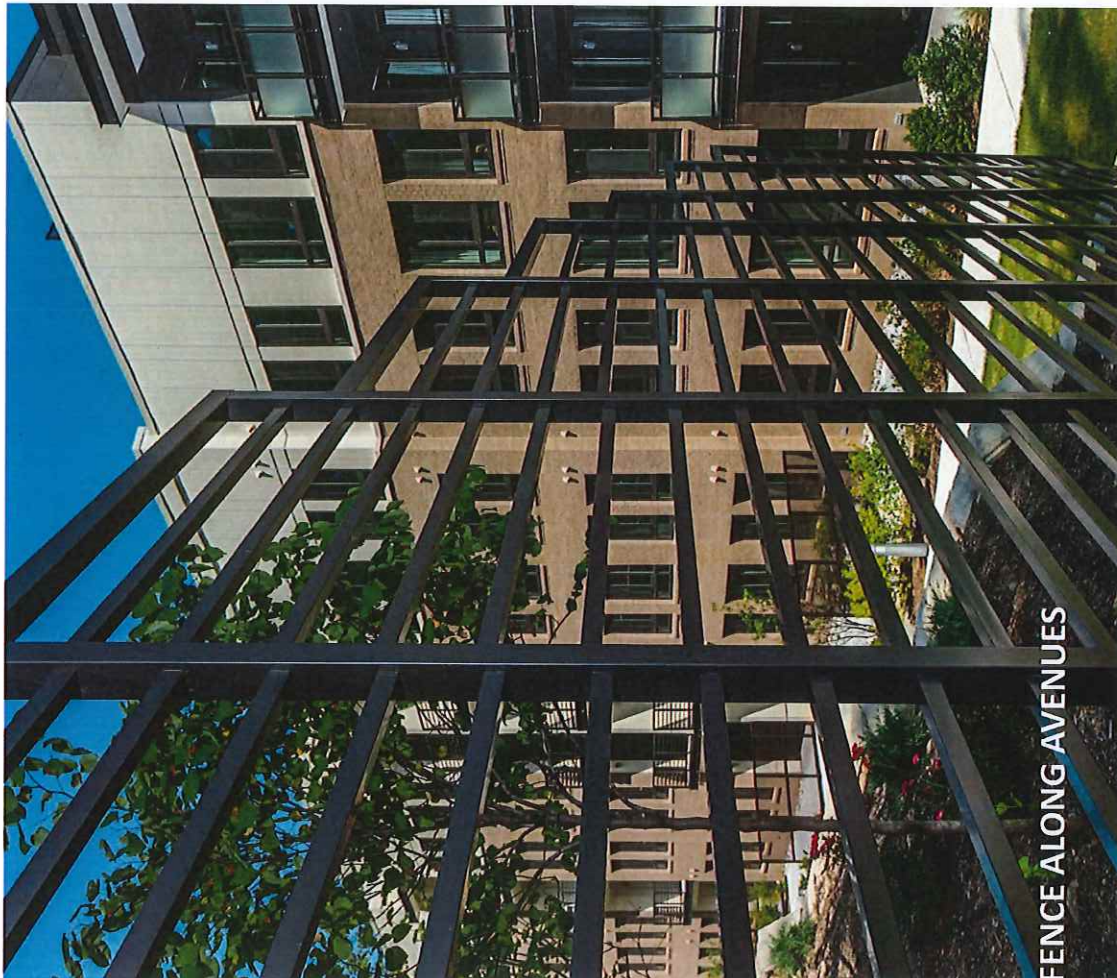
DATE: 2020-09-30
PROJ: 000699-01-005

HASES B & C SITE RENDERING - COURTYARD ENLARGEMENT

BLOCK 4001 TOWNHOMES | BLOCK 4001 LOT 2-15
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY | OWNER: ASBURY PARTNERS, LLC

- 1 FENCE (8FT HEIGHT)
- 2 PLANTINGS AT 3RD AVE
- LONDON PLANE TREE
- DUKE GARDENS PLUM YEW
- HAMLEN DWARF FOUNTAIN GRASS
- WHITE DRIFT GROUND COVER ROSE
- SLENDER DEUTZIA
- 3 PLANTINGS AT 4TH AVE
- LONDON PLANE TREE
- VIRGINIA SWEETSPICE
- DUKE GARDENS PLUM YEW
- MONROE'S WHITE LUTHER
- 4 CEDAR FENCE (6FT HEIGHT)





FENCE ALONG AVENUES



FENCE ALONG WESTERN SIDE OF TOWNHOMES

PHASES B & C - VISIONING IMAGES

BLOCK 4001 TOWNHOMES | BLOCK 4001 LOT 2-15
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

OWNER
ASBURY PARTNERS, LLC

DATE: 2020-09-30
PROJECT: 080639-01-005

Bowman
Consulting
Group, LLC
1000 Morris Avenue, Suite 200
Morris Township, NJ 07960

3.C.6.b

Attachment: Block 4001 Project Description Exhibit A (2021-125 : Subsequent Redeveloper's Agreement for Block 4001, Lots 2-15, Kingsley

Exhibit B
Subsequent Redeveloper's Agreement

SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND
AP BLOCK 4001 VENTURE URBAN RENEWAL LLC,
AS SUBSEQUENT DEVELOPER
Dated: _____, 2021

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT made this _____ day of _____ 2021 by and between

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

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

AP BLOCK 4001 VENTURE URBAN RENEWAL LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF NEW JERSEY with principal offices located at c/o iStar, 1100 Ocean Avenue, Asbury Park, NJ 07712 (including, where applicable, its relevant urban renewal entity affiliate formed pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the “**Entity**”) (each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “Amended and Restated Redeveloper and Land Disposition Agreement”, together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity is an affiliate of Master Developer, which pursuant to the Redeveloper Agreement and Redevelopment Plan, intends to redevelop vacant land into a mixed use project consisting of approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking containing approximately 249 parking spaces, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units, approximately 4,600 square feet of ground floor commercial space located within the 3 to 6 story mixed use structure and all together with related amenities and improvements in accordance with the project description and architectural plans attached as Exhibit ‘A’ (“**Project Description**”) and the approval by the City’s Planning Board to be obtained (the “**Project**”) on property identified as Block 4001, Lots 2-15 on the tax maps of the City, which is within the Redevelopment Area (the “**Project Site**”) and in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, the Project is anticipated to be constructed in three phases, with the first phase including the mixed-use structure, approximately 4,600 square feet of commercial space, and the associated structured parking (“**Phase I**”), the second phase including 10 residential rental townhome units in 2 separate buildings (“**Phase II**”), and the third phase including the remaining 10 residential rental townhome units in 2 separate buildings (“**Phase III**”); and

WHEREAS, the Project exceeds the density permitted by the Plan; and

WHEREAS, under the Plan, unused density from developed blocks within the Plan Area may be re-allocated to increase the density of the Project Site; and

WHEREAS, the Master Developer has requested, and the City has agreed, to re-allocate 26 units of unused density from Block 3903, Lot 1 to the Project Site; and

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

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

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

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

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

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the

Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Apprenticeship” shall have the meaning set forth in Section 3.03.

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

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

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

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

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

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

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

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as Exhibit 1, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

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

“Entity” shall be defined as set forth in the preamble and shall expressly include any urban renewal entity affiliate of the Entity that executes the Financial Agreement for the Project.

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

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

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

“Financial Agreement” shall mean that certain agreement by and between the City and an urban renewal entity affiliate of the Entity, required to be executed prior to Commencement of Construction, for a long term tax exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

“Good Faith Efforts” shall have the meaning set forth in Section 3.03.

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

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

“Indenture” shall mean the indenture of trust (supplement or otherwise) providing for the issuance of the RABs.

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

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United

States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. funded in whole or in part by iStar Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

"Internship" has the meaning set forth in Section 3.03.

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

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

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

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

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

"Outside Approvals Date" shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

"Parties" shall be defined as set forth in the preamble.

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

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

"Plans" shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. "Plans" shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

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

"Project" shall be defined as set forth in the preamble.

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

"Project Documents" shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Project Infrastructure Ordinance” shall be as defined in Section 2.02.

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

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

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

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

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

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

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

“Sewer Connection Fee” shall be defined as a payment to the City to connect to the municipal sewer for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City's Rate Schedule in effect at the time that service is requested.

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

“State” shall mean the State of New Jersey.

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

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

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

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

“Workforce Information Session” shall be as set forth in Section 3.03 of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, without any further action of any Party hereto, (but only if all conditions subsequent set forth in Section 6.01 hereof are not satisfied on or before such date); (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) or upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.02 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20, and as may be further amended in connection with the approval of a special assessment agreement for this Project (the "**Project Infrastructure Ordinance**," and collectively, the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

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

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to

cooperate with the Entity with respect to the Governmental Approvals. The City further covenants and agrees to cooperate with Entity with respect to construction inspections and permitting during the construction of the Project and to help facilitate the scheduling of on-site inspections during the construction of the Project.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenant and Restriction of the Master Developer. Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan, this Subsequent Developer Agreement, and as approved by the Planning Board.

(b) Except as permitted by the Redevelopment Agreement, the Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance

with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents During Construction.** In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section l) to meet the following workforce requirements (collectively “**Workforce Requirements**”):

- i. Hire 15% of its Construction Labor Force from Local Labor;
- ii. Establish four (4) paid internships in the fields of property management, real estate development, or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project (“**Internships**”);
- iii. Establish six (6) apprenticeships, where the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the construction field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

- iv. Establish eight (8) scholarships in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education (“**Scholarships**”). Those who have successfully completed the internships, apprenticeships, or the hotel training program described below shall be eligible for the scholarship.

Good Faith Efforts to meet the Workforce Requirements shall include the following actions identified in (i) through (iii):

- i. At least thirty (30) days prior to the Commencement of Construction of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Construction.
- ii. Entity shall hold a Workforce Information Session (the “**Workforce Information Session**”) for City residents at either a location within the City of Asbury Park or at the New Jersey One-Stop Career Center in Neptune. The Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of jobs available, approximate number of jobs available, and approximate hourly pay rate. The advertisement shall also indicate the availability of Apprenticeships, Internships, and Scholarships, unless the Entity decides to hold a second Workforce Information Session, upon ten (10) days advertised notice, for those positions. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students.
- iii. The Entity shall provide to the City Manager, within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

Compliance

- i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000 for each position (including Apprentices and Interns) it was

unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.

- ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in items (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section (l)(ii) for the purposes of the issuance of a Certificate of Completion.
- iii. If the Entity is unable to find qualified applicants to meet the scholarship requirements set forth above, the Entity shall pay to the City an amount equal to the unfilled scholarships, which monies shall be deposited to the City's Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section (m) if the Entity takes the following actions:

- i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.
- ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.
- iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. Only Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.03(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

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

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no further force and effect

upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

3.07 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. If terminated, the Parties shall prepare a release of the Declaration for execution.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description, and the Project Schedule annexed hereto as Exhibit 'B' and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project if same are required as a condition of Planning Board approval, including changes that the Planning Board requires to increase benches, bicycle racks, trash receptacles, and similar streetscape amenities within the public right-of-way.

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

4.03 Application for Governmental Approvals for Project Site. Within 60 days of the Effective Date, the Entity shall use commercially reasonable efforts to submit (if not already submitted) and diligently prosecute to conclusion, all other Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain all Governmental Approvals, excluding Building Permits for Phase I of the Project within one (1) year of the Effective Date ("**Outside Approvals Date**"), as may reasonably be extended by formal action of the City Council for up to an additional 120 days, provided that the Entity has utilized good faith efforts to obtain Governmental Approvals but has not yet received same. In no event shall the Outside Approvals Date be extended beyond 120 days without the explicit written consent of all Parties to this Subsequent Developer Agreement.

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

(a) Commencement of Construction for the Project. No later than 180 days after all Governmental Approvals authorizing Commencement of Construction have been obtained for Phase I of the Project, the Entity shall Commence Construction with respect to Phase I of the Project; provided, however, that the Entity shall not Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (d) hereof.

(b) Completion of Construction of Phase I of the Project. Not later than twenty-four (24) months after receipt of Building Permits for Phase I and all other required Governmental Approvals authorizing the Commencement of Construction of Phase I, the Entity shall Complete Construction with respect to Phase I of the Project.

(c) Commencement of Construction for Phase II of the Project. Prior to the completion of Phase I, the Entity shall apply for and receive Building Permits for the commencement of construction of Phase II of the Project.

(d) Completion of Construction for the Project. Not later than thirty-six (36) months after receipt of Building Permits for Phase I, the Entity shall Complete Construction with respect to Phase II and Phase III of the Project.

4.05 Progress Reports. (a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to Local Labor, Internships, Apprenticeships and Scholarships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

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

4.07 Certificate of Occupancy and the Certificates of Completion. (a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all of the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a

Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the Project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct the Project within the dates for completion of same. Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the cubic volume of the Project which is the methodology required by Applicable Laws for new construction.

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

(a) Sewer charges in the amount of \$3,220 per unit in accordance with Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein and does not exempt the entity from paying a municipal sewer connection fee; and

(b) In addition, the Entity shall pay a Municipal Sewer Connection Fee as calculated by the City Engineer to be paid to the City before construction permits are issued; and

(c) Payment to the City of \$2,212 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation

under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a unit shall constitute proof that the Entity paid the affordable housing fee that was due for that unit; and

(d) Pursuant to the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

- (i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to *N.J.S.A. 40A:12A-66* of the RAB Law, as authorized by the Infrastructure Ordinance (the “**Special Assessment Agreement**”).
- (ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.
- (iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the pledged portion of the special assessment earmarked to pay debt service on the RAB shall in the aggregate be \$75,000 per annum.
- (iv) If the RAB purchaser determines to fund capitalized interest for uses during the construction period (in accordance with Section 6.01(d)(iii)). The Parties hereby agree that the first principal installment of the special assessment under the Special Assessment Agreement shall be payable on the first interest payment date of the RABs on or after the first day of the month immediately following the earlier of: (A) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (B) the expenditure of all capitalized interest available to pay interest on the RABs. The Parties hereby further agree that the interest on the special assessment under the Special Assessment Agreement shall be payable during the capitalized interest period of each interest payment date from the capitalized interest raised as a portion of the RAB proceeds. As set forth in Section 6.01(d)(iii), the actual construction period (not to exceed two (2) years) for capitalized interest shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing

in this Section 4.09(c)(iv) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.

- (v) If the RAB purchaser determines to accrue interest during the construction period (in accordance with Section 6.01(d)(ii)). The Parties hereby agree that the first principal installment of the special assessment under the Special Assessment Agreement shall be payable on the first interest payment date of the RABs on or after the first day of the month immediately following the eligibility of a Unit for the issuance of a Certificate of Occupancy. The Parties hereby further agree that the interest on the special assessment under the Special Assessment Agreement shall accrue during the construction period, and be payable on a current basis thereafter, commencing on the first interest payment date of the RABs on or after the first day of the month immediately following the eligibility of a Unit for the issuance of a Certificate of Occupancy. As set forth in Section 6.01(d)(ii), the actual construction period (not to exceed two (2) years) for the accrual of interest shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(c)(v) shall affect the deadlines and timeframes set forth in Section 4.04 hereof.
- (vi) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of debt service on the RAB, including interest after the capitalized interest period, if any, even if prior to the receipt of the Certificate of Occupancy.

4.10 Off-Site Parking. Pursuant to Section 3.5 of the Waterfront Redevelopment Plan, as amended in 2019, the Entity is permitted to construct a portion of its required parking off-site in existing structured parking facilities. The Entity's affiliate, 1101 Ocean Ave Parking LLC ("1101 Ocean"), owns the structured parking facility located at 1101 Ocean Avenue, known as Block 4002, Lot 1, which is part of the Asbury Ocean Club. By a resolution dated June 12, 2017, the Planning Board granted amended preliminary and final site plan approval, which included approval for 410 parking spaces. The approval included at least 110 parking spaces that were not necessary to meet the parking requirements for the residential and hotel uses for Asbury Ocean Club. The Entity proposes to lease approximately 60 parking spaces ("Additional Spaces") from 1101 Ocean for use by the Project ("Parking Agreement"). The exact number of Additional Spaces to be provided at 1101 Ocean will be the number necessary, when added to the number of parking spaces on the Project Site, to fulfill the Entity's obligations under the Redevelopment Plan and CAFRA Permit following the Planning Board's and NJDEP's review of the Project. The term of the Parking Agreement will be for ninety-nine (99) years or the existence of the Project, whichever is shorter, subject to earlier termination if there are material changes in the laws governing the required amount of onsite parking for the Project. Each month, the Entity will offer occupants of the Project the opportunity to rent Additional Spaces. Additional Spaces that are not rented for the month by Project occupants may be made available as daily parking. *(For example, if there are 60 Additional Spaces, and Project occupants rent forty-five of them in a given month, the*

remaining fifteen spaces could be made available for daily parking that month.) The Parking Agreement will be executed before building permits are issued for the Project, as required by the Waterfront Redevelopment Plan.

4.11 Density Allocation. The Parties acknowledge that the anticipated density allocated for Block 4001, as the same is set forth in the Redevelopment Plan, was 200 units, but that the Project will include a density of 226 units. To accommodate the increased density at Block 4001, the Master Developer has requested the reallocation of 26 units of density from previously redeveloped sites on Block 3903, Lot 1 to Block 4001, as such reallocation is anticipated by the terms of the Redevelopment Plan. The Parties hereto agree to such reallocation of density.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement or all or a portion of the Property upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity's obligations, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (v) such assignment does not violate any of the Governmental Approvals. Furthermore, any transfer of the membership interest in the Entity to an affiliate of the Master Developer shall not be prohibited.

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

5.04 Consent to Permitted Transfers. (a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a unit in the Project to a purchaser and/or the sale of such unit upon its completion and the issuance of a Certificate of Occupancy; and (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its

undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

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

ARTICLE 6 DEFAULT AND REMEDIES

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

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

- (ii) Under the terms of the Indenture, the City has the obligation to issue the RABs upon, among other things, the receipt of all Governmental Approvals required to authorize the Commencement of Construction. The Master Developer intends to request that the City issue the RABs on or about a date that is the later of (i) the date of receipt of the last Governmental Approval required for Commencement of Construction for the Project; and (ii) the date on which the Entity becomes the owners of the Property.
- (iii) The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(iii) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.
- (iv) The pledged portion of the special assessment earmarked to pay debt service on the RAB shall be \$75,000 per annum.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

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

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for ninety (90) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

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

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

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing beyond the applicable cure period, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, (ii) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity, or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination. The Entity's retention of rights set forth in clause (i) above shall not in any way modify the timing or otherwise adversely affect the

security or payment of debt service on the RABs, if previously issued; this includes, without limitation, the expiration of capitalized interest on the RABs.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided, however that the limitations of liability and continuing and unaffected obligations regarding the payment of debt service on the RABs set forth in 6.04(a) above shall still apply.

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

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

6.06 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder

or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion;

nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

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

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer

shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City of the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

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

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

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

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

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

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

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

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

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

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

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

9.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery.

The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

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

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

Attest:

THE CITY OF ASBURY PARK

By: _____

Melody Hartsgrove
City Clerk

By: _____

John Moor

Mayor

Date: _____

AP BLOCK 4001 VENTURE

URBAN RENEWAL LLC

Witness:

By: _____

Name:

Title:

Date:

ASBURY PARTNERS, LLC

By: _____

Name:

Title:

Date:

EXHIBIT A**Project Description and Architectural Renderings**

Exhibit A

AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**Block 4001, Lots 2-15****NARRATIVE AND PROJECT DESCRIPTION**

On the eastern portion of the Property, Applicant proposes a mixed-use building consisting of 206 dwelling units, 4,600 square feet of retail and an enclosed parking garage. On the western portion of the Property, Applicant proposes 20 townhomes with related parking and amenities. The proposed Project will be constructed in three phases.

Subdivision

Applicant proposes to consolidate 14 tax lots to create three tax lots. The first lot, measuring 78,173 sf, will house the multi-family apartment building and will have frontage on Kingsley Street, Third Avenue, and Fourth Avenue. The second lot, measuring 17,403 sf, will front on Fourth Avenue and will contain 10 townhomes. The third lot, measuring 17,403 sf, will front on Third Avenue and will contain 10 additional townhomes. All proposed lot areas comply with the Waterfront Redevelopment Plan.

Phase I (Multi-Family, Mixed Use Building)

Phase I will consist of the 206 apartment-style dwelling units and related facilities on the eastern portion of the Property. The proposed mixed-use building varies in height from 3 to 6 stories, a maximum height of 6 stories is permitted on Block 4001. The 3-story portion of the building creates an east-west opening between the two 6-story portions of the building along Third and Fourth Avenues. An amenity deck with a swimming pool and seating areas will be located above the third story. Approximately 4,600 of commercial space, split into at least two units, will front on Kingsley Avenue to provide a pedestrian connection to the street level. A total of 247 parking spaces will be provided on-site within the parking garage. An additional 60 parking spaces will be provided within the existing parking garage located directly across Kingsley Street in the Asbury Ocean Club (pursuant to Ordinance 2019-38).

Phases II and III (Townhomes)

Phases II and III are proposed to consist of 20 townhomes on a 0.8-acre portion of the Property. The townhouses are configured as four separate buildings which each contain five attached dwellings. The overall tract would be subdivided into two new tax lots (proposed Lots 2.02 and 2.03). Each lot, which will be constructed as its own phase, will contain two buildings consisting of a total of 10 townhouse dwellings. The buildings will be 4 stories, which is consistent with the maximum height permitted in this portion of Block 4001 in the Waterfront Redevelopment Plan. An internal courtyard amenity space for residents will be located between

and overlap the two lots. Access will be provided via driveways from Third Avenue (for Buildings 1 and 2) and Fourth Avenue (for Buildings 3 and 4). Each townhouse dwelling will have two parking spaces in a first-story garage accessed from an internal driveway. The parking supply (42 spaces) exceeds the minimum number of spaces required by the WRP (1.5 spaces per unit).

EXHIBIT B**Project Schedule****AP BLOCK 4001 VENTURE URBAN RENEWAL LLC****Block 4001, Lots 2-15**

This Project Schedule is illustrative and does not supersede the timeframes set forth in the Subsequent Developer Agreement.

Timeframes associated with the approval / construction process include the following:

Submission to Asbury Park Planning Board:	Within 60 days of full execution of the Subsequent Developer Agreement by all parties.
Anticipated Planning Board Adjudication of the matter:	Within 60 days of Planning Board Application being deemed complete.
Anticipated Planning Board adoption of Resolution and expiration of any applicable appeal period:	45 days after proposed Notice of Approval being published.
Commencement of Construction for Phase I:	Within 180 days after receipt of all Governmental Approvals (including Building Permits) authorizing Commencement of Construction.
Project Completion Date (Phase I):	The outside Construction Completion date for Phase I is no later than twenty four (24) months after receipt of Building Permits for Phase I
Project Completion Date (Phases II and III)	The outside Construction Completion date for Phases II and III is no later than thirty-six (36) months after receipt of Building Permits for Phase I.

EXHIBIT 1**Declaration of Covenants and Restrictions****DECLARATION OF
COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions (“**Declaration**”), is made this _____ day of _____, 2021, by **AP BLOCK 4001 VENTURE URBAN RENEWAL LLC**, having its office at c/o iStar, at 1100 Ocean Avenue, Asbury Park, New Jersey 07712 (the “**Entity**”)

FOR THE BENEFIT OF

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

WITNESSETH:

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

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

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

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

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “**First Amendment**” and the “**Amended and Restated Redeveloper and Land Disposition Agreement**”, together and subsequent amendments, including the Second Amendment dated October 3, 2019, shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers;

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City;

WHEREAS, the Entity is the owner of property identified as Block 4001, Lots 2-15 on the tax maps of the City in the Redevelopment Area (the “**Project Site**”) and intends to redevelop the Project Site into a mixed use project consisting of approximately 206 residential rental apartment units located within a mixed use structure that varies in height from 3 to 6 stories, structural parking, approximately 20 residential rental townhome units located within 4 separate 4-story buildings that will contain 5 townhome units each, and approximately 42 additional parking spaces allocated to the townhome units, approximately 4,600 square feet of ground floor retail space located within the 3 to 6 story mixed use structure and all together with related amenities and improvements (the “**Project**”);

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

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

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

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

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

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

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

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

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Redevelopment Agreement or the Financial Agreement, provided

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

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than sixty (60) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents during Construction.** The Entity shall make a Good Faith Effort, as same is defined in the Subsequent Developer Agreement, to fulfill the Workforce Requirements during construction of the Project, as same is defined in the Subsequent Developer Agreement.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as same are defined in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.11 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including,

without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4001, Lots 2-15 on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Exhibit A *[to provide legal description]*.

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

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.11 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall

survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project Improvements or any part thereof.

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

(remainder of page is intentionally blank)

(Signature page to Declaration of Covenants and Restrictions)

ENTITY:

**AP BLOCK 4001 URBAN RENEWAL
LLC**

By: Brian Cheripka

Title: Senior Vice President

STATE OF NEW JERSEY :

:SS:

COUNTY OF _____:

BE IT REMEMBERED, that on this ___ day of _____, 2021 before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take acknowledgments for use in the State of New Jersey, personally appeared Brian Cheripka, who acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the Senior Vice President and an Authorized Officer of AP Block 4001 Venture Urban Renewal LLC the New Jersey limited liability company named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability company; and (b) as such Authorized Officer, signed, sealed and delivered this instrument as the voluntary act and deed of the limited liability company, made by virtue of authority from all of its members.

Notary Public



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-126

Resolution to issue an RFP for an electric scooter share program



RESOLUTION NO. 2021-126

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE AN ELECTRIC SCOOTER SHARE PROGRAM WITHIN THE CITY.

WHEREAS, the City of Asbury Park (the “City”) is seeking proposals from interested vendors to operate an e-scooter share program within the City as authorized under N.J.A.C. 5:34-9.4; and

WHEREAS, the Mayor and Council believe that this proposed concession service will generate revenues for the City and provide a benefit and service to the public; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, which allows municipalities to utilize the “competitive contracting” process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the “competitive contracting” process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

WHEREAS, e-scooter sharing will be provided at no cost to the City, and the City shall receive a percentage of the revenue paid to the provider(s); and,

WHEREAS, the City does not foresee any risk in awarding this concession because it expects the bike sharing provider to indemnify the City in connection with the provision of these services; and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council meeting(s).

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

- a. Donna Vieiro, City Manager;
- b. Melody Hartsgrove, City Clerk;
- c. Frederick C. Raffetto, Esq., City Attorney
- d. Michael Manzella, Deputy City Manager
- e. Tracy Lizardi, Purchasing Director

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-126 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 25th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-127

Resolution to issue an RFP for a joint bike share program with Long Branch



RESOLUTION NO. 2021-127

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE A BIKESHARE PROGRAM WITHIN THE CITY.

WHEREAS, the City of Asbury Park (the “City”) is seeking proposals from interested vendors to operate a bikeshare program within the City as authorized under N.J.A.C. 5:34-9.4; and

WHEREAS, the Mayor and Council believe that this proposed concession service will generate revenues for the City and provide a benefit and service to the public; and

WHEREAS, The City and Long Branch wish to jointly select one operator to provide bike share services in both Cities through the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, which allows municipalities to utilize the “competitive contracting” process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the “competitive contracting” process, the Governing Bodies of the City and Long Branch must pass Resolutions authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

WHEREAS, bike sharing will be provided at no cost to the Cities, and the Cities shall receive a percentage of the revenue paid to the provider(s); and,

WHEREAS, the City does not foresee any risk in awarding this concession because it expects the bike sharing provider to indemnify the City in connection with the provision of these services; and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for

the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council meeting(s).

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

- a. Donna Vieiro, City Manager;
- b. Melody Hartsgrove, City Clerk;
- c. Frederick C. Raffetto, Esq., City Attorney
- d. Michael Manzella, Deputy City Manager
- e. Tracy Lizardi, Purchasing Director
- e. Tracy Lizardi, Director of Purchasing
- f. The City of Long Branch (Jeffrey J. Jotz, RMC, City Clerk)

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-127 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 25th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-128

Multi-Jurisdictional Hazard Mitigation Plan Update



RESOLUTION NO. 2021-128

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

RESOLUTION ADOPTING THE MONMOUTH COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the City of Asbury Park NJ, has experienced natural hazards that result in public safety hazards and damages to private and public property and;

WHEREAS, the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offer the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risks and;

WHEREAS, the New Jersey Office of Emergency Management has provided federal mitigation funds to support development of an updated mitigation plan and;

WHEREAS, a Multi-Jurisdictional Hazard Mitigation Plan has been developed by the County Office of Emergency Management and Mitigation Planning Committee and;

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, overtime will help minimize and reduce safety threats and damage to private and public property and;

WHEREAS, the draft plan was provided to each participating jurisdiction through a website hosted by Michael Baker International, the contracted vendor assisting with the planning process. Links were links also posted on the Emergency Management and Division of Planning websites so as to introduce the planning concept and to solicit questions and comments and to present the Plan and request comments, as required by law and;

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

1. The Monmouth County Multi-Jurisdictional Hazard Mitigation Plan, as submitted on June 23, 2020 by the Monmouth County Office of Emergency

Management to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency and subsequently approved by both agencies on August 27, 2020, be and is hereby adopted as an official plan of the County of Monmouth; with the required yearly updates and minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.

2. The City of Asbury Park departments identified in the Plan are hereby directed to further pursue potential or suggested implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject and contingent upon budget approval, if required, which shall be at the discretion of the City of Asbury Park and this resolution shall not be interpreted to mandate any such appropriation.
4. The City Asbury Park Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the New Jersey Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date agree upon by all stakeholders.

BE IT FURTHER RESOLVED that the City Clerk forward a certified true copy of this resolution to the Monmouth County Office of Emergency Management Coordinator, Michael Baker International.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-128 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 25th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK



Endorsement Form

Multi-jurisdictional Hazard Mitigation Plan

Local Jurisdiction:

City of Asbury Park

Name of Municipality

I have reviewed the Hazard Mitigation Plan and certify it is consistent with the professional duties of my office.

MAYOR/ADMINISTRATOR:

John Moon
Name (print)

John Moon
Signature

2-15-21
Date

ENGINEER

Francis W. Mullan
Name (print)

Francis W. Mullan
Signature

2/17/21
Date

FISCAL/CFO

JoAnn Boos
Name (print)

JoAnn Boos
Signature

2/17/21
Date

BUILDING CODE OFFICIAL

George W. Selva
Name (print)

George W. Selva
Signature

2/17/21
Date

FLOODPLAIN ADMINISTRATOR

Francis W. Mullan
Name (print)

Francis W. Mullan
Signature

2/17/21
Date

EMERGENCY MANAGER

Garrett M. Giberson
Name (print)

Garrett M. Giberson
Signature

2-10-2021
Date

LAND USE PLANNER

Michele Alonso
Name (print)

Michele Alonso
Signature

2.17.21
Date

PUBLIC WORKS DIRECTOR

Robert A. Birschini
Name (print)

Robert A. Birschini
Signature

2-17-21
Date

POLICE DEPARTMENT

DAVID KERSA
Name (print)

David Kersa
Signature

2/17/2021
Date

FIRE DEPARTMENT

D. Kevin Kennedy
Name (print)

D. Kevin Kennedy
Signature

2/10/21
Date



RESOLUTION NO. 2021-129

**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 24, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Fanning, Floating and Flying Triangles
2. Event 2
3. Event 3

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-129 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Fanning Floating & Flying Triangles

DATE(S): April 15 - Oct 15 Rain Date: N/A

HOURS OF EVENT: From _____ To: _____

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Kennedy Park

Name of Applicant/Organization: Howard Schorr ART
 Address: 1501 Ocean Ave Asbury Park NJ 07712
 Contact: Melanie Knobel Phone: 609 496 8458
 Fax: _____ Email: melanie@knobelwoman.com
 Non-Profit? Yes ___ No ☒ Tax Exempt ID Number: _____
 If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Painted light weight art hanging from the trees in Kennedy Park from mid-April to mid-October as a public art exhibit. Display will include lights

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

OVER

Attachment: Fanning, Floating and Flying Triangles application (2021-129 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

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

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: None needed

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

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

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

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

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

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

Melanie Knobel
Signature of Applicant

1.8.21
Date

Melanie Knobel
Print Name of Applicant

For Special Events Office Use only:

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

A few hundred painted lightweight wood (6oz - 14 oz.) that hangs with a fishing line from the branches of the trees.





Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-130

An additional 60 Day period is required in order for the Equity Committee to conclude its work and provide a final report to Mayor & Council.



RESOLUTION NO. 2021-130

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

RESOLUTION EXTENDING THE TIME PERIOD FOR THE “EQUITY COMMITTEE” TO COMPLETE ITS WORK.

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City” or “Asbury Park”) previously adopted Resolution Nos. 2020-274 and 2020-312 establishing an ad hoc advisory committee to be known as the “Equity Committee” to review the Asbury Park Police Department’s policies and procedures relating to police enforcement and discrimination, and to make findings and recommendations for proposed reforms, if necessary, and to report back to the Mayor and Council; and

WHEREAS, per Resolution No. 2020-274, the period of the Equity Committee’s existence was established as a term not to exceed one hundred twenty (120) days, unless extended by the City Council; and

WHEREAS, since its appointment, the Equity Committee has been meeting on a regular basis and working diligently on matters relating to its mission, including the conduct of meetings with relevant stakeholders; and

WHEREAS, it has been determined that an additional sixty (60) day period of time shall be necessary in order for the Equity Committee to conclude its work and provide its final report to the Mayor and Council.

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

1. That the Equity Committee’s existence shall be extended for an additional sixty (60) day period of time from the effective date of this Resolution in order to complete its work and provide its final report to the Mayor and Council. At the conclusion of that time, the Mayor and Council shall determine whether any further extensions are necessary.
2. That all other provisions of Resolution Nos. 2020-274 and 2020-312 shall remain in full force and effect, as except as modified herein.

3. That a certified copy of this Resolution shall be provided to each of the following:
- a. Donna M. Vieiro, City Manager;
 - b. Michael J. Manzella, Deputy City Manager;
 - c. David Kelso, Asbury Park Police Chief;
 - d. Frederick C. Raffetto, Esq., Municipal Attorney;
 - e. Elaine Rocha, Equity Committee Co-Chair; and
 - f. Pastor Jason Jennings, Equity Committee Co-Chair

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-130 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 25th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 24, 2021
RESOLUTION SUMMARY

2021-131

Establishing a Fee Schedule and Rules Regulations for the 2021 season.



RESOLUTION NO. 2021-131

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

RESOLUTION ESTABLISHING REGULATIONS FOR THE 2021 BEACH SEASON

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Asbury Park that the dates for the closing of the beaches to the general public and residents of the City of Asbury Park during 2021 between the hours of 9AM and 5PM Monday through Friday and 9AM and 6PM weekends and holidays shall be as follows:

1. All City Beaches from the Ocean Grove border to the Loch Arbour border shall be closed these weekends and holidays ONLY: May 29th, May 30th, May 31st, June 5th, and June 6th, 2021.
2. All City Beaches from the Ocean Grove border northward to the Loch Arbour border shall be closed continuously from June 12th thru September 6th, 2021.
3. The Beach between the two northern jetties opposite Deal Lake Drive and Eighth Avenue shall be closed May 29th, 30th, & 31st, June 5th, June 6th, and continuously from June 12th through September 6th, 2021 for the purpose of surfing only.

BE IT FURTHER RESOLVED that the beaches designated closed to the general public and residents of the City of Asbury Park according to the aforementioned schedule are hereby designated as bathing beaches and a surfing beach. The bathing and surfing beaches are only those areas that are protected by ropes, flags, buoys, boats and lifeguards, which are to be provided by the City of Asbury Park during the hours of said beach closing. The areas of the closed beaches that are not designated as bathing or surfing beaches shall be used as sun beaches under the jurisdiction and control of lifeguards and other personnel employed by the Beach Bathing Supervisor.

BE IT FURTHER RESOLVED that tents, canopies and similar structures are prohibited on City beaches, except as specifically permitted by approval of the City. This prohibition shall not, however, include the following devices, which shall be permitted:

1. Tents not larger than thirty inches (30) high by forty-eight (48) inches wide by thirty-six (36) inches deep which are utilized for infants and small children; and
2. Traditional collapsible umbrellas utilized for shade purposes and/or protection from the

weather, consisting of fabric stretched over hinged ribs radiating from a central pole, with a diameter, when opened, not to exceed six (6) feet wide; and

3. Canopies utilized for shade purposes and/or protection from the weather, consisting of fabric stretched over hinged ribs radiating from a central pole not larger than six (6) feet high by six (6) feet wide by six (6) feet deep and without any sidewalls; and

BE IT FURTHER RESOLVED that no items, including chairs, umbrellas, tents, shacks, or any other temporary shelter are permitted to be left on any of the City beaches overnight, between the hours of 12:00 midnight and 8:00am. Any items left will be removed.

BE IT FURTHER RESOLVED that sleeping upon on any of the City beaches overnight, between the hours of 12:00 midnight and 8:00am, is prohibited.

BE IT FURTHER RESOLVED that seasonal and daily beach passes will be sold in accordance with the fee schedule herein pursuant to City Ordinance (Chapter V Section 5-3.1 entitled "Fees" of the revised general ordinance of the City of Asbury Park) to allow the general public and city residents access and use of beaches that are closed according to the aforementioned schedule.

Fee Schedule 2021

Daily - Monday through Friday: \$6.00 per person

Daily - Weekends and Holidays: \$9.00 per person

Seasonal - Teen (13 years of age through 17 years of age): \$20.00 per person

Seasonal - Adult (18 years of age through 61 years of age): \$70.00 per person

Seasonal - Senior (62 years of age and over): \$20.00 per person

BE IT FURTHER RESOLVED, the Beach Supervisor may lower or eliminate the cost of a beach pass for special days or use by the City's Recreation Programs with the concurrence of the City Manager and approval from the Mayor and Council.

BE IT FURTHER RESOLVED, that any individual who wishes to replace a lost seasonal beach pass at any point shall be required to purchase a new seasonal beach pass at full cost.

BE IT FURTHER RESOLVED that children 12 years of age and under shall be admitted free to City Beaches when accompanied by an adult.

BE IT FURTHER RESOLVED that Active Duty Military personnel (and their dependents), Disabled Veterans, and Retired Veterans shall be admitted free to City Beaches upon presentation of a DOD Uniformed Services ID Card or an Award Letter from the Department of Veteran Affairs.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the NJ TRANSIT 2021 Summer Beach Promotion Agreement, whereby NJ TRANSIT will promote a round-trip transportation beach fee package at a daily rate per persons twelve (12) years or older,

from May 29th through September 6th, 2021. NJ TRANSIT will advertise the promotion via its website, the City's website, NJ TRANSIT On-Hold Message, E-Mail Blast, Press Release and Quick-Tik Message. NJ TRANSIT, at select ticket offices and ticket vending machines, will sell the special beach packages. NJ TRANSIT will reimburse the City at a daily rate of \$3.50 per ticket returned to NJ TRANSIT.

BE IT FURTHER RESOLVED that Beach Storage Lockers shall be available at the rate of \$225.00 per locker for the period of May 28 through September 7th, 2021. Individuals who rent Beach Storage Lockers will be required to purchase at least one (1) seasonal beach pass for the 2021 season. There shall be a limit of one (1) Beach Storage Locker per household. Lockers may be rented on a first-come, first-served basis. Renters will be given the option to renew their Beach Storage Locker rental for the following beach season. Sub-leasing or transferring of Beach Storage Lockers shall be strictly prohibited and enforce. Violators will be banned from future rental requests.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-131 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

CERTIFIED BY ME THIS 25th DAY OF February, 2021.

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-5**

AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED “RENT LEVELING REGULATIONS.”

WHEREAS, the City Council of the City of Asbury Park is concerned that rising rents will exacerbate housing cost burdens faced by existing and future renters in the City and threaten their displacement in the future; and

WHEREAS, the average rent in the City of Asbury Park increased from \$905 in 2010 (source: American Community Survey, 2010 5-year Estimates Data Profile, Table DP-04) to \$1,229 in 2019 (source: American Community Survey, 2019 5-year Estimates Data Profile, Table DP-04); and

WHEREAS, significant increases in rents can cause housing instability which can lead to failure or difficulty in obtaining basic necessities (food, medical care, etc.), homelessness, and impacts on childhood learning from school moves, absenteeism, and other impacts; and

WHEREAS, expenditure of 30% or more of household income on rent constitutes being “cost burdened” and is an indicator of affordability, particularly for low and moderate income households; and

WHEREAS, approximately 56% of renter-occupied households in the City of Asbury Park expend 30% or more of household income on gross rent, including approximately 47% who spend 35% or more; and

WHEREAS, rent leveling can provide stability to housing costs of renter households and reduce annual significant increases in rents; and

WHEREAS, rent leveling has been adopted in several New Jersey jurisdictions, including but not limited to the nearby municipalities of Neptune Township and the Red Bank Borough, and has long been upheld as constitutional; and

WHEREAS, on November 13, 2020, an initiative petition and proposed Rent Stabilization Ordinance (the “Initiative Ordinance”) was received by the City Clerk’s office; and

WHEREAS, the Initiative Ordinance was forwarded by the City Clerk to the Mayor and Council at the Council meeting of December 9, 2020 and the required public hearing was subsequently scheduled for December 22, 2020; and

WHEREAS, the City Council conducted a public hearing on the Initiative Ordinance on

December 22, 2020; and

WHEREAS, the City Council did not adopt the Initiative Ordinance on December 22, 2020; and

WHEREAS, the City Council finds that the Initiative Ordinance provides inadequate flexibility to property owners and is unnecessarily cumbersome in its implementation; and

WHEREAS, the City Council believes that the following Rent Leveling Ordinance provides additional flexibility to property owners and less cumbersome implementation.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the following Rent Leveling Ordinance is hereby enacted, **to be effective as of June 1, 2021**, and shall be incorporated into the Code of the City of Asbury Park after that date as follows:

Chapter 15. Rent Leveling Regulations.

§ 15-1. Purpose.

The purpose and intent of this Chapter is to create reasonable rent leveling regulations in order to control increasing housing cost burdens affecting residential tenants in the City of Asbury Park, while also allowing landlords to achieve a reasonable rate of return. The City Council believes that the within regulations achieve that purpose, and are in the best interests of the health, safety and welfare of the citizens of Asbury Park.

§ 15-2. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Board shall mean the Rent Leveling Board.

"Capital improvement" shall mean a substantial change in the housing accommodations, such as would materially increase the rental value in a normal market. It shall not include ordinary repair, replacement and maintenance. A "capital improvement" is of such a nature, extent and expense that it benefits the building and the tenants' enjoyment thereof with a degree of permanency. A "capital improvement," to qualify under this Chapter as such, must have a useful life of at least five years.

"Consumer Price Index" or "CPI" shall mean a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. The "consumer price index" (all items base year 1967-100) utilized by this Chapter shall be calculated using the New York-Newark-Jersey City region, as published by the Bureau of Labor Statistics, United States Department of Labor.

"Construction" or "Constructed" shall mean constructed, erected or converted but excludes rehabilitation of premises rented previously for residential purposes without an intervening use for other purposes for a period of at least two (2) years prior to conversion. Mere vacancy shall not be considered an intervening use for the purpose of this section.

"Dwelling" or "dwelling unit" shall mean one (1) or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a

household.

"Landlord" shall mean an owner, lessor, sub-lessor or any other person entitled to receive rent for the use and occupancy of any dwelling unit, or an agent or successor of any of the foregoing.

"Lease Agreement" means a written agreement between landlord and tenant setting forth the duration of the agreement, the rent to be charged, and such other provisions mutually agreeable to the parties and must include notification to the tenant that the property is subject to rent control. Lease Agreements shall be maintained by the landlord for a period of six (6) years from the effective date of the lease.

"Living areas" means the amount of total rentable space applicable to any given dwelling unit, measured either in terms of rooms or square footage.

"Not vacant through unlawful means" shall mean the tenant has not vacated or has been forced to vacate the dwelling involuntarily; that is, due to harassment, duress, wrongful acts or unreasonable pressure from the landlord or his agents. A legal eviction is not an involuntary vacation under this definition. A bona fide written release of the landlord by the tenant with respect to this issue shall be evidence of a voluntary vacancy which may be considered in determinations under this Chapter.

"Officer" shall mean the Rent Regulation Officer.

"Registration form" shall mean the form filed by the landlord pursuant to this Chapter.

"Rent" shall mean any price for the use of a dwelling unit. All charges that are mandatory for the dwelling unit, including but not limited to refurbishment fees, administrative fees, mandatory parking fees, sewer or water fees, etc., shall be included. Optional charges, which are chosen by tenants such as pet fees, pool fees, recreation fees, optional parking fees, and the like, shall not be included and shall not be subject to the terms of the ordinance. Enforcement fees or security fees such as late fees, bounced check fees, legal fees and costs of court for enforcement of a breach of lease agreement and increases in security deposit are also not considered "rent" for purposes of this Chapter. Security deposits and charges for accessories, such as boats, mobile homes and automobiles not used in connection with the dwelling unit, shall not be construed as "rent."

"Rent increase, rent decrease, and rent adjustment" shall mean the intent and policy of the governing body to interfere in landlord-tenant relations and legitimate operation ownerships, occupancy and development of real estate, only when necessary to protect the public interest. "Rent increase," "Rent decrease" and "rent adjustments" shall consist in the first instances of the notice sent by the landlord to the tenant, or by the tenant to the landlord, in letter or other form, setting forth the proposed notice of "rent increase," "rent decrease" or other "rent adjustment."

"Rent Leveling Board" shall mean the body created to administer this ordinance.

"Rent Regulation Officer" shall mean the person responsible to oversee day to day operations of the policies enacted by this ordinance, as well as any other duties as directed by the Rent Leveling Board.

"Service" shall mean the provision of light, heat, hot water, maintenance, painting, elevator service, air conditioning, storm windows, screens, superintendent service and any other benefit, privilege or facility connected with the use or occupancy of any dwelling unit.

"Substantial compliance" shall mean that the Asbury Park Department of Code Enforcement has certified the dwelling unit is in compliance with this Chapter, is free from all heat, hot water, elevator and all health, safety and fire violations, as well as ninety (90%) percent qualitatively free of all other violations of the Asbury Park Property Maintenance Ordinance, Uniform Construction Code, and the Hotel and Multiple Dwelling Law.

"Tenant/subtenant" means the regulations that apply to the landlord and tenant under this Chapter shall also apply, wherever appropriate, to the "tenant/subtenant" relationship and any other rental tenancy unless otherwise expressly excluded.

§ 15-3. Applicability.

A. This Chapter shall apply to all rental dwelling units in buildings containing five (5) or more units, except for the following exemptions:

1. Motels and hotels.
2. Multiple dwelling units as defined in N.J.S.A. 2A:42-84.1 in a building constructed on or after June 25, 1987 which was not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for thirty (30) years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3. This exemption shall not apply to rehabilitated buildings that during their rehabilitation maintained at least two (2) rigid walls and a secured roof.
3. Housing restricted to students by a school, college or similar accredited institution which owns or controls that housing.
4. Dwellings in any building containing four (4) or fewer dwelling units.
5. Dwellings which are owner-occupied for not less than six (6) months per year.
6. Dwelling units licensed as a rooming or boarding home by the New Jersey Department of Community Affairs.
7. Dwelling units licensed as a group home by the New Jersey Department of Community Affairs.
8. Dwelling units licensed as an emergency shelter for the homeless by the New Jersey Department of Community Affairs.
9. Dwellings in a building that is completely vacant on or before and since June 1, 2021, provided that said building did not become vacant through unlawful means which can be attributed to the applicant for this exemption. In order to qualify for this exemption, the building vacant since June 1, 2021, must be registered by an applicant with the Rent Regulation Officer, on forms provided by said Officer, before the renting of dwelling units within the vacant building. After the first rental, such dwelling units shall be exempt from initial rent or lease agreement, but all subsequent rents shall be subject to the provisions of this Chapter.

10. Dwellings which are restricted to low-, moderate- or middle-income households via affordability controls, such as but not limited to a deed restriction or funding restriction.
 11. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.
 12. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance (City Code § 13-1300).
- B. A dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increases, however, shall be subject to the provisions of this Chapter.

§ 15-4. Rental Registration.

- A. All dwellings which are subject to the provisions of this Chapter shall file with the City Clerk, within thirty (30) days from the effective date of this Chapter and annually thereafter, a complete Landlord Registration Form (and any necessary supporting information). This form shall be available at the City Clerk's Office.

§ 15-5. Transition from rent regulation by preempting governmental agency to regulation of this Chapter.

- A. If a contract between a landlord and a governmental agency duly provides for that governmental agency to regulate the amount of rent received by that landlord, and if the authority of that governmental agency supersedes the authority of the City of Asbury Park to regulate such rents, then the application of this Chapter shall be preempted during the period of governmental agency regulation specified in the contract. Until such a contract begins, and immediately after the contract terminates, this Chapter shall continue to regulate such rents. Upon termination of such a contract, the "base rent" for dwelling units under this section shall be the last rent level received by the landlord prior to the termination of the preemptive governmental agency regulation.

§ 15-6. Precedence of Ordinance.

- A. Should a lease entered into subsequent to the effective date of this Chapter between a landlord and a tenant prove to be in conflict with the within Rent Leveling regulations, the within regulations shall take precedence where the within regulations are more restrictive.

§ 15-7. Rent Increase.

- A. Establishment of rents between landlord and tenant in a dwelling unit to which this Chapter is applicable shall hereafter be determined by the provisions of this Chapter.
- B. At the expiration of a lease or at the termination of the lease of a periodic tenant, no

landlord may request or receive an increase greater than the percentage increase in the Consumer Price Index (CPI) or three and one-half percent (3.5%), whichever is greater. The use of CPI shall be based upon the maximum increase during fifteen (15) months prior to the month of the proposed rent increase to three (3) months prior to the month of the proposed rent increase. For example, if the CPI-increase for the applicable period is five percent (5%), the rent increase may not exceed five percent (5%). If the CPI increase for the applicable period is two percent (2%), the rent increase may not exceed three and one-half percent (3.5%).

- C. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of percentages shall be calculated out two decimal points only and then dropped and not rounded.
- D. No landlord shall request or receive more than one annual rental increase during a twelve (12) month period per dwelling unit unless said dwelling becomes vacant through lawful means.
- E. The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the rental registration requirements as specified in this Chapter.
- F. Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this Chapter shall be void. Determinations under this section shall be made by the Board.

§ 15-8. Vacancy Decontrol.

- A. Upon the voluntary, uncoerced or court authorized termination of a tenancy, during or at the end of any lease, the rent shall be decontrolled and the rent may be raised by the landlord without regard to the limitations imposed by this Chapter. The rent to be charged to a new tenant, as well as the rent previously charged for the same space, shall be reported to the Rent Leveling Board within fifteen (15) days of renting the space. Upon re-rented, the rental space shall be considered recontrolled to the same extent and under the same conditions as any space originally controlled.
- B. Failure to report the information required within the fifteen (15) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as if it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.

§ 15-9. Tax Appeal; Reduction.

- A. In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit, and the tenant shall receive 50% of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal.

- B. A tenant who has resided in a dwelling unit for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his dwelling unit that is equivalent to the percentage of the tax year which the tenant resided in the dwelling unit.
- C. Within 45 days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes, the landlord shall notify and provide each tenant of such tax reduction. The notification shall include the calculations involved in computing the tenant's credit, including the property tax for the dwelling unit before the appeal, the reduced property tax for the dwelling unit after the appeal, the number of square feet of the dwelling subject to the lease between the tenant and landlord, the tax decrease per square foot of dwelling unit, the number of square feet occupied by the tenant, the credit to which the tenant is entitled, and how it is being credited to the tenant.
- D. The landlord shall provide the Board a copy of the notification to the tenant, including but not limited to the calculation.

§ 15-10. Appeal by Landlord.

- A. In the event that a landlord cannot receive a fair return after having received the increase provided in this Chapter, they may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least 40% of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship increase granted by the Board will take the place of the annual permitted rent increase and shall be equally prorated to all units within the structure thirty (30) days after the decision of the Rent Leveling Board, provided that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- B. Landlord may seek additional surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board, who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted, it shall not be considered rent and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed 15% of the tenant's rent.

C. As used in this section:

1. "Fair net operating income" shall mean the amount determined by subtracting reasonable and necessary operating expenses from gross annual income, which amount should not be less than 40% of the gross annual income.
2. "Gross annual income" shall mean all income resulting directly or indirectly from the operation of a property or building such as all rent received or collectable, including any rent from a less than arm's length transaction, the landlord's share of interest on security deposits, all earnings from commission, vending machines, late fees, pet fees, parking fees, pool fees, key charges, finder's fees, amount received from successful tax appeals, income from rebates, tax surcharges, capital improvement surcharges, computed in accordance with the provisions and limitations of this section.
3. "Reasonable and necessary operating expenses" includes all expenses incurred and paid by a landlord necessary to the operation and maintenance of the residential rental property during the period reflected in the income computed in this section, excluding mortgage, principal or interest payments, depreciation or amortization, computed with these limitations:
 - a) Taxes shall be limited to amounts actually paid, including those in escrow for appeal;
 - b) Repairs and maintenance shall be limited to arm's length transactions and shall be reasonable and necessary. Cost of service contracts shall be prorated over the period covered. Painting shall be prorated at a period of three years for the interior of dwelling units or five years for the exterior and common areas;
 - c) Purchase of new equipment shall be reflected and prorated over the useful life of the item;
 - d) Legal and auditing expenses shall be limited to reasonable and necessary costs of the operation of the property;
 - e) Management fees shall be limited to actual services performed, such as the resident manager's salary, telephone expenses, postage, office supplies, stationery, and the value of the apartment provided if included in income. In no event shall management fees exceed 5% of the first \$50,000 of gross maximized annual income, 4½ % of the next \$25,000, 4% of the next \$100,000, 3½ % of the next \$100,000, and 3% of any amount over \$250,000;
 - f) Salaries not included in management fees shall be limited to actual services performed and reasonable for similar position in the area, including rental value, if included in income and expenses and wages and benefits paid;
 - g) Advertising shall be actual costs that are reasonable to insure occupancy only;

- h) Utilities such as gas, electric, water and oil, shall derive from arm's length transactions, and the landlord shall demonstrate that all reasonable efforts to conserve energy and fuels have been used;
- i) Insurance costs shall derive from all arm's length transactions prorated over item of policies;
- j) The history of the income and expense shall be consistent with the application or fully documented as to any changes.
- k) No attorney's fees, expert fees, permit fees, parking fees, accountant's fees nor application fees incurred by a landlord in connection with any application to the Board shall be included in determining whether a landlord is entitled to any rent increases.

D. In any such application for a hardship increase, the landlord shall specifically submit adequate proof to demonstrate the following:

- 1. The landlord is an efficient operator of the residential rental property; and
- 2. The dwelling unit(s) is in a safe and sanitary condition and in substantial compliance with State Health Codes and the Property Maintenance Code; and
- 3. There are no outstanding property taxes and water and sewer charges or other outstanding municipal fees relating to the subject property.

The Board may temporarily withhold further consideration of the appeal until the landlord has corrected any deficiency relating to any of the items specified above.

E. If after a full hearing, the Rent Leveling Board shall determine that the landlord is in full compliance with the provisions of this article, it may permit a rental increase sufficient to reestablish the 60% relation of reasonable and necessary operating expenses to the 40% fair net operating income. Any increases shall be equally prorated to all of the affected units within the structure or on the property, upon 30 days notification after the Board has approved the hardship increase.

F. Reasonable rate of return.

- 1. In determining rent increases under this section, the Rent Leveling Board shall consider whether the rent increase permitted by this section provides the landlord with a just and reasonable rate of return. The Rent Leveling Board shall be guided in its determination by whether the rental increase will result in a rate of return which is sufficiently high so as to:
 - a) Encourage good management, including adequate maintenance of services;
 - b) Furnish reasonable reward for efficiency to the landlord; and
 - c) Enable landlords to maintain and support their credit.

G. If the Rent Leveling Board determines that the rental increase does not provide the landlord with a fair and reasonable rate of return, as defined herein, the Rent Leveling Board shall have the authority to appropriately adjust the rental increase to provide the

landlord with a fair and reasonable rate of return.

§ 15-11. Limitation on Increases.

- A. Since an immediate rent increase of more than twenty percent (20%) above the prior monthly rent paid by an existing tenant may be considered unconscionable and imposes a hardship on a tenant, the Rent Leveling Board shall not grant increases exceeding twenty percent (20%) in any one (1) year for any tenant.
- B. For the purpose of determining whether the rent increase exceeds twenty percent (20%) of the monthly rent, all increases in monthly payments by the tenant occurring within twelve (12) months prior to the effective date of the increase shall be added to determine if that amount exceeds twenty percent (20%) of the prior monthly rent.

§ 15-12. Rent Rebate.

- A. The landlord shall rebate to the tenant any amount of rent collected in excess of that permissible pursuant to the terms of this Chapter by crediting the tenant over a period not to exceed three (3) months with the amount of excess rent paid, or in the event the tenant is no longer in occupancy, by refunding within a one (1) month period. This provision is not intended to preclude a tenant from seeking judicial remedies under statutory or common law. If a landlord fails to return any excess collected rent to their tenant within the aforementioned relevant time periods, they will be liable to their tenant for double the unreturned balance plus attorney's fees and costs.

§ 15-13. Notice to Tenants.

- A. Any landlord seeking an annual rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing to the tenant at least sixty (60) days prior to the effective date of increase renewal, extension or other action. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least sixty (60) days prior to the proposed date of any hardship increase or capital improvements increase, which notice shall include a copy of the application, including all exhibits supplied in connection with it. No tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or renew lease until such tenant has had the opportunity to review the documents for a period of five (5) business days.
- B. Prior to any such appeal to the Board for a hardship increase or capital improvements increase, a landlord must post in the lobby of each building, or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for at least 15 business days prior to the proposed date of appeal. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least 15 business days prior to the proposed date of the appeal, which notice shall include a copy of the complaint filed or application, including all exhibits supplied in connection with the appeal, and the date, time and place that the appeal will be heard.
- C. Notice shall minimally include the following: the calculations involved in computing the increase, the allowable and rental increase (if applicable), the previous year's rent, and evidence that the dwelling unit is in substantial compliance.

§ 15-14. Standard of Service.

- E. During the term of this tenancy, the landlord shall maintain the same standards of service, maintenance, furnishings and equipment in the dwelling unit and dwelling as required to do by law or lease at the date the lease was entered into. In the event that the landlord fails to provide such service, tenants may petition the Rent Leveling Board for a reduction in rent, credit for reduced services and/or right of reimbursement in cases where the tenant cannot receive a benefit through credits.

§ 15-15. Rent Leveling Board.

A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board to administer this Chapter under the direction and supervision of the Department of Finance or other Department as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.
2. The Board shall consist of seven (7) members appointed by the Municipal Council via resolution. The members of the Board shall consist of not less than two (2) tenants and not less than two (2) landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park.
3. Said members of said Rent Leveling Board shall serve three-year terms. The initial Board member terms shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms beyond the initial shall be for three (3) years each.
4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.
8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion thereof only in the same manner as the initial appointment.

B. Attendance.

1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board

shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.

C. Meetings and Dockets.

1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ordinance. At minimum, a meeting shall be held within every sixty (60) day period. Special meetings may be scheduled at the discretion of the Board.
2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.

D. Language.

1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.

E. Rights and authority of the Board.

1. The Rent Leveling Board shall have the right to exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purpose of this entire Chapter, including the right to the exercise of equitable authority to depart from the strict interpretation of the provisions of this Chapter in instances where justice and fairness requires equitable intervention. Equitable authority should only be exercised in truly exceptional circumstances where justice and fairness so demand.
2. These powers of equity do not permit the Rent Leveling Board to act in contradiction to the purposes of this Chapter nor in an arbitrary, capricious or unreasonable manner. Notwithstanding this general power of equity, the Rent Leveling Board shall also have the following powers:
 - a) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Chapter, provided said rules and regulations are not in conflict with this Chapter or State statute, and which rules and regulations shall have the force of law until revised, repealed or

amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Municipal Clerk.

- b) To supply information and assistance to landlords and tenants, including but not limited to documents regarding tenant protection, to help them comply with the provision of this Chapter, municipal code, and State law and regulations.
 - c) To hold hearings and adjudicate applications and complaints from landlord/tenants pursuant to this Chapter. Said Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination, with or without counsel. All determinations shall be in writing with copies to any parties of record.
 - d) To require the production of books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require and deem necessary for its determination.
- 3. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing.
- F. Appeals of Rent Leveling Board Decisions.
 - 1. Any determination of the Rent Leveling Board shall be deemed a final determination by the City. Either the landlord or tenant may appeal the findings of the Rent Leveling Board to the Law Division of the Superior Court in accordance with New Jersey Court Rules.

§ 15-16. Rent Regulation Officer.

- A. The position of Rent Regulation Officer, in the Department of Finance or other Department as determined by the City Manager, is hereby created. The Rent Regulation Officer shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within that Department.
- B. The duties of the Rent Regulation Officer shall be as follows:
- C. To obtain, keep and maintain all relevant records and other data and information.
 - 1. To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this Chapter.
 - 2. To ensure compliance by the landlord and tenants with the provisions of this Chapter.

3. To remedy violations of this Chapter as provided by this Chapter.
 4. To accept, process, investigate and determine complaints from tenants as provided for in this Chapter.
 5. To accept, process, review and investigate applications from landlords as provided for in this Chapter.
 6. To coordinate and supervise all staff associated with the operation of this ordinance.
 7. To attend all meetings of the Rent Leveling Board.
 8. To perform such other duties as the Rent Leveling Board may specifically direct and as allowed by this Chapter.
 9. Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Leveling Board or his/her designee, by regulation, will be rendered by the officer or designee, in writing.
- D. Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than forty-five (45) calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this Chapter.
- E. Upon receipt of the appeal setting forth in detail the grounds for the appeal of a determination by the Rent Regulation Officer and the required fee, the matter shall be placed upon the Rent Leveling Board agenda within sixty (60) days of receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.

§ 15-17. Fees for application and proceedings.

- A. The following fees shall apply to all applications or other proceedings of the Rent Leveling Board and Rent Regulation Officer. Each of the following fees shall be per dwelling unit:
1. Substantial Compliance determination: \$25
 2. Building vacant since June 1, 2021: \$20
 3. Filing of Rent Registration Form: \$10
 4. Capital improvement increase application: \$50
 5. Hardship increase application: \$50
 6. Appeal from Rent Regulation Officer determination to Board: \$20
- B. A single application may be filed for several apartments in the same building for which similar or substantially identical facts are involved.

§ 15-18. Violations and penalties.

- A. A violation of any provisions of this Chapter, including but not limited to the making of any material misstatement of fact to the Rent Leveling Board or Rent Regulation Officer, or a determination by the Rent Leveling Board that a landlord caused a dwelling unit to be vacated by unlawful means or unconscionably raised a tenant's rent in violation of this Chapter, or that a landlord rented to a tenant without filing a Landlord Registration Form for the unit, shall result in the violator being subject to a fine assessed by the Rent Leveling Board in an amount not to exceed two thousand dollars (\$2,000) per dwelling unit.

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

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

BE IT FURTHER ORDAINED, that this Ordinance shall take effect on **June 1, 2021**, after final passage and publication in accordance with the law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-5 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-6**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 4-10, ENTITLED
“PERMITS FOR SPECIAL EVENTS,” OF CHAPTER IV, “GENERAL LICENSING,”
OF “THE CODE OF THE CITY OF ASBURY PARK.”**

WHEREAS, the City of Asbury Park (the “City”) previously established Section 4-10, entitled “Permits for Special Events,” of Chapter IV “General Licensing,” of “The Code of the City of Asbury Park, New Jersey” (also referenced as the “City Code”); and

WHEREAS, the Mayor and Council wish to update Section 4-10 of the City Code, in certain limited respects, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Section 4-10, entitled “Permits for Special Events,” of Chapter IV “General Licensing,” of “The Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as follows (additions are shown with underline, deletions are shown with ~~striketrough~~):

Chapter 4. General Licensing

§ 4-10. PERMITS FOR SPECIAL EVENTS.

Prior source history includes Ord. No. 2362; Ord. No. 2456; Ord. No. 2458; Ord. No. 2477; Ord. No. 2489

§ 4-10.1. Definitions.

For the purpose of this section:

DEMONSTRATION

shall mean a public assembly, meeting, gathering or protest which may include speechmaking, marching, holding of vigils and all other forms of conduct for the purpose of expressing views or grievances. Such gatherings would occur on City streets, sidewalks, or property.

FARMERS MARKET

shall mean a common facility or area where several farmers or growers gather on a regular, recurring basis to sell a variety of fresh fruits and vegetables or other locally-grown farm products directly to consumers.

FLEA MARKET

shall mean an open market, usually held outdoors where a variety of goods are sold including jewelry, household goods, food and other inexpensive items.

NON-PROFIT

shall mean an organization or entity which has been duly established and operates in accordance with the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1, *et seq.*, or a similar entity which has been organized under the laws of a jurisdiction other than the State of New Jersey (defined as a “foreign corporation” under N.J.S.A. 15A:1-2f) and which may have obtained federal tax exempt status under Section 501(c) of the Federal (IRS) Tax Code.

PARADE

shall mean organized public procession on a festive or ceremonial occasion; to march or walk in a procession.

RALLY

shall mean a demonstration as that term is defined above.

SPECIAL EVENT

shall mean a preplanned event or series of events for a duration of seven (7) days or less, sponsored by a public or private person or entity, which is:

- a. Located wholly or partially on property owned or maintained by the City; or
- b. Permissibly located on any other property and requires for its successful execution the provision and coordination of municipal services to a degree significantly over and above that which the City routinely provides; or
- c. Any parade or other event, such as a concert, race, walkathon, bicycle race, fair, carnival, celebration, sporting event, flea market, plunge, bonfire, show, or wedding, or any other type of large event generating a parking or traffic situation that may interfere with the movement of normal traffic and/or emergency vehicles, taking place in or upon any street, park, beach, or other public place, or private property, in the City of Asbury Park.

The following shall be illustrative of, but not limited to, the type of event requiring a permit: the closing of a public street, the sale of merchandise, food or beverage on public property outside of the central business district, or on private property where otherwise prohibited by law, the installation of a stage, bandshell, trailer, van, portable building, tent, grandstand or bleachers on public property, or private property, or any event conducted in a public park or on a public beach, or bonfire conducted on the beach.

§ 4-10.2. Purpose and Intent.

The purpose and intent of this section is to enable the City of Asbury Park and its Governing Body to have control over the type and scope of special events, as defined herein, to be held within the confines of the City, while insuring the protection of the interests of those in the community upon whom such special events shall impact.

§ 4-10.3. Permit Required.

Any person or organization desiring to hold any special event as defined herein , must first apply for and obtain a special events permit in accordance with the requirements of this section.

§ 4-10.4. Application.

- a. A person or organization seeking issuance of a permit hereunder shall file an application with the City Manager or his or her designee, on a form to be provided for that purpose, on which form the applicant shall furnish pertinent information to include but not limited to the following:
 1. The name, address, e-mail address and telephone number of the applicant.
 2. The name, address, e-mail address and telephone number of the person or persons, corporation, organization or association sponsoring the activity.
 3. A detailed description of the proposed event and a sketch that shows the area or route to be used, along with proposed structures, tents, fences, barricades, signs, banners and restroom facilities, more commonly referred to as a "footprint."
 4. The date(s) and hours for which the permit is desired.
 5. The location of the event for which the permit is desired, and complete details as to how the applicant intends to provide for security, traffic control, site cleanup, separation of recyclables and disposal of trash and debris and parking (and in particular, whether any temporary parking areas will be required).
 6. The number of attendees, participants, spectators, contestants and/or other people that are reasonably anticipated to attend the event.
 7. A detailed description of the City's resources or services that shall be required to be provided in connection with the event.
 8. Any applicant claiming status as a nonprofit organization shall be required to provide the necessary documentation to that effect.
- b. Upon verification that the application is complete, the City Manager or his or her designee shall refer the application to the Special Events Committee for preliminary

review in accordance with this section. The Special Events Committee may require the applicant to supplement its application with any pertinent documentation that may be of assistance to the Committee, and to the Mayor and City Council, in their review of the application.

- c. All completed applications must be submitted to the City Manager or his or her designee at thirty (30) days prior to the desired event, unless the applicant receives a waiver of this requirement from the Mayor and City Council, or unless the application is for a special event of the type covered by § d. below. The City reserves the right to reject an application if fees for a prior year's event have not been paid in full or if the applicant is delinquent in payment of any City taxes, fines or fees.
- d. Information concerning public gatherings and assemblies protected by the First Amendment to the United States Constitution and the New Jersey State Constitution (i.e., demonstrations, rallies, etc.), shall receive an expedited review. Such permits shall be granted or denied by the City Manager, acting on behalf of the Mayor and City Council, within three (3) business days of receipt of a fully completed application. The City Manager's granting of an approval may be with such conditions as are deemed to be in the best interests of the City, upon consultation with members of the Special Events Committee (including the Mayor or the Mayor's designee to the Committee), Police Chief, Fire Chief, and any other relevant City officials.

§ 4-10.5. Fees.

All applicants for special events permits shall be required to pay a nonrefundable application fee, as well as all other fees that are determined to be necessary by the Mayor and City Council depending upon the nature and extent of the proposed activity. The application fee shall be due and payable at the time that an application is submitted. Other fees that may be required include, but are not necessarily limited to: costs associated with the provision of police and/or fire supervision, emergency services, staffing, use of City owned property and/or use of City owned vehicles or equipment and the creation and/or use of temporary parking areas. Applicants shall be provided with an estimate of required fees by the City Manager or his or her designee after the Special Events Committee has reviewed the contents of the application, pursuant to § 4-10 below. Final confirmation of the total fee shall be made by the Mayor and City Council, upon recommendation from the Special Events Committee, during review of each specific application. All required fees shall be due and payable at least ten (10) days prior to the event. In addition to the fees payable prior to each event, the applicant shall be required to pay for any and all additional or unanticipated expenses which were occasioned or become necessary during or after the event, as a direct result of the event.

- a. Application Fee: (Nonrefundable).
 - \$50 for non-profits (as defined herein)
 - \$250 for all other organizations or groups
 - \$1,000 for events over 2,000
 - \$5,000 for events over 15,000

b. Maintenance Personnel and Equipment Fees:

Putting up barricades- 1 man, 1 hour	\$50
Picking up barricades- 1 man, 1 hour	\$50
Putting up banner- 2 men, 1 hour	\$100
Taking down banner- 2 men, 1 hour	\$100
Use of pickup truck, per hour	\$60*
Use of dump truck	\$85*
Use of sweeper, per hour	\$75*
Use of front end loader, per hour	\$80*
Use of dozer, per hour	\$100*
Use of portable float (stage) and steps	\$250
Use of litter scooter, per hour	\$50*
Use of garbage truck, per hour	\$90*(plus tipping fees)
Use of bucket, per hour	\$75*
Ambulance	\$250*
Dumping fee	\$120 per ton
Fire Engine or Rescue Truck	\$500 per day*
Rack Body Flatbed Truck	\$65 per hour*
Mason Dump Truck	\$65 per hour*

Items shown with an asterisk(*) above require an additional charge for the operator of the vehicle or equipment, which shall be at the rate of \$50 per hour. The above fees include delivery and pick-up during regular working hours (7am-2pm). All charges shall be hourly (except for the use of the portable float/stage and steps) and shall have a minimum charge of one hour. For any increments into the following hours, a one hour charge shall be incurred.

c. Public Parks**:

Sunset	\$600 per day
Saint John's Island	\$500 per day
Bradley	\$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day
Bradley	\$750 per day any other time
Atlantic	\$2,000 per day from one week prior to Memorial Day through two weeks after Labor Day
Atlantic	\$750 per day off season any other time
Library	\$600 per day
Kennedy	Monday-Friday: \$500.00 up to 8 hours; Saturday and Sunday: \$500.00 per day between the hours of 8:00 a.m. and 4:00 p.m.; \$500.00 per day between the hours of 5:00 p.m. and 10:00 p.m.
Springwood	\$100 per day

****In order to reserve one of the City's parks for an event, fees must be paid in accordance with the requirements set forth above and insurance must be provided in accordance with the requirements of Section 4-10.10 below.**

- d. Boardwalk Fee: Daily fee of \$250 per 4 hours of use.
- e. Beaches: Use of beaches for any event up to 3 hours of use - \$500.00 per day per beach avenue (i.e., First Avenue Beach); events lasting from 3 - 8 hours of use - \$700.00 per day per beach avenue (i.e., First Avenue Beach). All participants on the beach will also be required to purchase a daily beach badge if the event occurs during the summer season when beach badges are required for access to the City's public beaches.
- f. Transportation Center: \$100 per day plus any maintenance fees
- g. Council Chambers: \$100 per day plus any maintenance fees
- h. Senior Center: \$100 per day plus Department of Public Works fees and any other fees deemed necessary.
- i. Large Beach or Park Event: Events involving more than 500 participants will be subject to a different fee structure to cover added City expenses. The daily beach/park fee will vary according to the type of event: Beach Fee: \$2,500 Park Fee: \$2,500.

In addition, a deposit will be required in the amount of \$5,000 to cover any expenses incurred by the City that are not covered by special event fees.

For any event with 500 or more participants, user fees and deposits will be set by the Asbury Park Special Events Committee and approved by the Asbury Park City Council. A separate contract approved by the City Council will govern the operation and fees of said event.

- j. Street Blocking or Closing:
 - 1. Non-Metered Streets: \$250 daily fee per block for any non-metered street blocking or closing.
 - 2. Metered Streets: The daily charge per block for street blocking or closing will be calculated by: taking the number of metered parking spaces in that block x the current hourly rate in that block (for the specific date of closure) x the daily number of hours the meters are in operation = the daily rate for that block. Either the daily block rate or a minimum of \$250, whichever is greater, will be paid by the applicant.
- k. Off-Duty Police Officers: 8:00 a.m.-12:00 a.m. \$75 per hour per officer/ 12:00 a.m.- 8:00 a.m. \$85 per hour per officer.

- l. EMT/Fire: 8:00 a.m.-12:00 a.m. \$75 per hour/12:00 a.m.-8:00 a.m. \$85 per hour (Fire Inspector/Fire Official regular overtime receive rate).
- m. Lifeguards: \$65 per hour
- n. Utility Fees: Any and all fees for actual water and electric consumption shall be billed by the Director of Public Maintenance after the conclusion of the event.
- o. Electrician: \$60 per hour
- p. Returned Checks. \$25 fee in addition to the reimbursement of the original check amount.
- q. A special event permit shall not be required for a farmer's market. However, farmer's market shall be charged a one-time annual fee of \$25 to operate within the City.

§ 4-10.6. Special Events Committee.

- a. Establishment; Purpose. There is hereby created a Special Events Committee within the City of Asbury Park. The purpose of the Special Events Committee shall be to review all special events permit applications and to provide a written recommendation to the Mayor and City Council, through the City Manager or his or her designee, relative to each application.
- b. Composition; Meetings. The Special Events Committee shall consist of the City Manager or his or her designee, the Mayor or his or her designee, the Police Chief or his or her designee, the Fire Chief or his or her designee, the Director of Public Works or his or her designee, the Recreation Director, and any other City Officials or employees as deemed necessary by the City Manager in order to properly review each application. The Special Events Committee shall meet once per month (or as often as needed) and shall report its findings and recommendations to the Mayor and City Council for final approval of each special event. Unless otherwise advised, all applicants shall be required to appear personally before the Special Events Committee, as well as before the Mayor and City Council, in support of their application.

§ 4-10.7. City Council Approval.

Following receipt of a written report from the Special Events Committee, the Mayor and City Council shall make the final determination as to whether to issue a Special Events Permit and the appropriate fee to be charged, by affirmative action by majority vote. Issuance of a permit may be subject to such conditions and restrictions as may be determined necessary by the Mayor and City Council. The applicant shall be required to abide by all conditions and restrictions imposed by the Mayor and Council.

In connection with the approval of any Special Events Permit, the Mayor and City Council may authorize the provision of temporary parking areas, after consultation with the Special Events

Committee, along with the Police, Transportation and Fire Departments. Any such temporary parking areas shall be subject to such conditions as deemed necessary by the Mayor and Council.

§ 4-10.8. Standards.

The standards for the issuance of a permit pursuant to this section shall include but shall not necessarily be limited to, the following findings:

- a. That the proposed event will not unreasonably interfere with or detract from the general public's enjoyment of public parks, beaches, roadways, or facilities to be utilized.
- b. That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety, and recreation.
- c. That the proposed activity and uses that are reasonably anticipated will not be likely to include violence, crime or disorderly conduct.
- d. That the facilities desired have not been reserved for other use at the date and hour requested in the application.
- e. That the applicant will maintain premises in the same condition which existed prior to the event.

§ 4-10.9. Permit Non-Transferable.

Permits issued for Special Events shall not be transferrable.

§ 4-10.10. Denial of Permit.

The standards for denial of a permit pursuant to this section shall include but shall not necessarily be limited to, the following:

- a. That the proposed event will disrupt traffic within the City beyond practical solutions.
- b. That the location of the special event will cause undue hardship to adjacent property owners.
- c. That the proposed event will require the diversion of so many public employees that allowing the event would unreasonably deny service to, or jeopardize the safety of, the remainder of the City's residents.
- d. That the application contains incomplete or inaccurate information, or that the applicant has filed or refuse to provide necessary information upon request from the City.
- e. That the application fails to comply with all terms of this section, including the failure to remit all fees or deposits, or the failure to provide proof of proper liability insurance coverage, or the failure to execute an indemnification and hold harmless agreement, or

the failure to provide a performance bond or cash security deposit when required by the Mayor and City Council, or for any other violation of the terms and conditions of this section.

§ 4-10.11. Responsibility, Liability, Performance Guarantee/Security Deposit, Insurance Coverage and Indemnification

a. Responsibility.

1. It shall be the permit applicant's responsibility to secure all necessary other permits, licenses and/or approvals which may be required (i.e., by State, local or other outside agencies), in conjunction with the proposed event.
2. All permit applicants shall assume all risks associated with premature advertisement of any event prior to the time of issuance of a permit by the Mayor and City Council, as well as any and all other costs which may have been expended prior to the time of official approval of the application by the Mayor and City Council.
3. All permit holders shall be required to abide by all requirements set forth in the permit, as well as all City Ordinances, State Statutes (including but not limited to the New Jersey Riot Act, N.J.S.A. 2C:33-1 et seq.), and all other rules and regulations which may be applicable to the event.
4. All permit holders shall be responsible for any and all additional costs that are incurred as a result of the event, including costs which may not have been foreseen at the time that the permit was issued but which becomes necessary, such as costs associated with additional resources provided by the City, including but not limited to, manpower and/or equipment costs, police and/or fire supervision, emergency services, cleanup activities, etc.
5. Any personnel provided by the City (i.e., police, fire, emergency, public works or other City employees) in connection with any special event sponsored by an outside party shall not be considered employees or agents of the outside party. If emergency services are required for any special event, then only Asbury Park emergency personnel may be utilized.

b. Liability; Performance Guarantees/Security Deposit.

1. All permit holders shall be liable for all losses, damages and/or injuries sustained by any person whatsoever by reason of the event or activities associated with the event.
2. The terms of this section shall not be construed as imposing upon the City or its officers or employees any liability or responsibility for any injury or damage to any person in any way connected to the use for which the permit was issued. The

City and its officials and employees should not be deemed to have assumed any liability or responsibility by reason of any inspections performed, the issuance of any permits, or the approval for use of any City property in connection with a permit issued hereunder.

3. All permit holders shall assume full responsibility for the acts and conduct of all persons admitted to the event by or with the consent of the permit holder, or of any person acting for or on behalf of the permit holder.
4. If any portion of City property or other premises where the event is held is damaged by the act or omission of the permit holder, or by the permit holder's agents, employees, patrons, customers, guests, invitees, or any other person admitted to the premises by the permit holder, the permit holder shall be responsible for all costs associated with restoration of the property or premises to the condition that existed prior to the occurrence of such damage. The amount of such damage shall be considered an additional fee.
5. A refundable security deposit in the amount of five hundred (\$500.00), which shall be posted in the form of cash or by check, or a refundable security deposit in another amount (also to be posted in the form of cash or by check) as determined in the sole discretion of the City to be sufficient to cover any damages which may be occasioned as a result of the special event or to ensure compliance with all terms and conditions imposed by the Mayor and Council in connection with issuance of the permit shall be required to be posted at least ten (10) days prior to the event. c. Insurance Coverage. All permit holders must submit minimum liability insurance coverage in an amount to be determined by the Mayor and City Council, depending upon the size and nature of the event planned. The City of Asbury Park, its officers, employees, agents and representatives must be named as additional insured parties on the policy. Proof of said insurance coverage shall be provided to the City at least ten (10) days prior to the event.
- d. Indemnification. All permit holders shall defend, indemnify and hold the City of Asbury Park, its officers, employees, contractors, agents and representatives harmless from and against any and all liability for claims, demands, damages, suits, judgments, fines, losses and expenses, of any nature, which are sustained as a result of the event, and shall execute an indemnification and hold harmless agreement in a form acceptable to the City prior to the event.

§ 4-10.12. No Rights Conveyed; Revocation.

All permits issued pursuant to this section shall be temporary and do not invest any permanent or continuing rights. No permit issued pursuant to this section shall convey any right, interest or title in any City property to the permit holder. Any permit may be revoked at any time by the City Manager, acting on behalf of the Mayor and City Council, for violation of the conditions for which the permit was issued, or for violation of any ordinance which relates to the conducting of the event, or for violation of any of the terms of this section, or when the event is found not to be in the best interests of the City, or for other good cause shown.

§ 4-10.13. Offenses and Penalty.

a. Offenses. A person commits an offense if he or she:

1. Commences or conducts an event that is subject to the requirements of this section without a permit, or;
2. Fails to comply with any condition, requirement or provision of the permit, or otherwise violates any ordinance, rule or regulation that is applicable to the event.

b. Penalty. A person who violates a provision of this section shall be guilty of a separate offense for each day or part thereof during which the violation is committed or continued and shall be liable, upon conviction, to the penalty as stated in Chapter I, Section 1-5 of the City Code, or as provided by State Statute.

BE IT FURTHER ORDAINED, that all references to the “Special Events Review Board” as contained in any other Sections of the City Code are hereby revised to refer to the “Special Events Committee.”

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-6 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

MELODY HARTSGROVE
CITY CLERK

<u>MUNICIPALITY</u>	<u>SPECIAL EVENT FEE</u>	<u>PARK /BEACH FEE:</u>	<u>MOVIE PERMIT FEE</u>	<u>DAILY SHOOTING FEE:</u>
A.P.	\$50/\$250	\$100-\$1500	\$250	\$500
New Brunswick	no charge	\$150-300	\$75/Expedited \$125	\$1500 major motion pic \$500/\$25 np&student
Edison	\$1,000		\$100/Expedited \$150	\$500-\$750
Paterson	not available	not available	\$100	\$750(less than 5 hours) \$1500 (more than 5 hours)
Wildwood	\$500	\$500(plus electricity)	not available	not avialable
Wildwood Crest	\$50	\$100	not available	not avialable
Montclair	not available	not available	\$150/Expedited \$500	\$600/\$1500 major motion pic
Newark	\$50	\$500	\$300	\$1,500
Red Bank	no charge	\$500(resident) \$750(non resident)	\$100/Expedited \$250	\$500(reduced from \$1500)
Long Branch	\$50-\$100	see attached	\$300/student film \$25	\$500
Belmar	\$100/\$35(np)	\$2500 (flat rate includes cty svcs)	\$250/\$1000 (expedited);\$25(np)	\$500/\$1500 (major motion pic)
Atlantic City	\$25-\$150(res/non res and # of people attending)	no charge	\$125-\$250 (day of week;res/nr)	
Seaside Heights	\$50.00	no charge	\$300/student fee \$25	\$300/student fee \$25
Bayonne	not available	not available	\$500	\$25-\$1000

Pt Pleasant	\$50	\$150-\$1000(based on #of people)	\$500	\$1,000
Avon	\$270	0	\$500 (per day))/ \$1500(major motion pic) \$1500-per day use of city bldgs/parks	\$1,500
Bradley Beach	no charge	\$2500(flat rate+ city svcs)	not available	not avialable

SUGGESTED INCREASED FEES FOR SPECIAL EVENTS AND FILIMING

Location/Event	Current Fee per day	Suggested Fee per day
Sunset Park	\$600	\$600
St. John's Island	0	\$500
Bradley Park(in season)	\$1500	\$2000
Bradley Park(off season)	\$750	\$750
Atlantic Park(in season)	\$1500	\$2000
Atlantic Park(off season)	\$750	\$750
Library Park	\$600	\$600
Kennedy Park	\$100	\$500 for up to 8 hours
Merchants Park	\$100	To be removed
Springwood Park	\$100	\$100
Senior Center	0	\$100 plus dpw & pd etc
Transportation Center	0	\$100 plus dpw
Council Chambers	0	\$100 plus dpw
Weddings	\$350 (\$100 app fee+ \$250 location fee)	\$750 (up to 3 hrs) (\$250 app fee + \$500 location fee) \$950(3hrs-8hrs) (\$700 location fee + \$250 app fee)
Beach events	\$700	\$750(up to 3 hrs) \$950(3hrs-8hrs)
Boardwalk fee	\$250 per block	\$250 (up to 4 hrs)
Filming/Photos	App/Permit fee: \$250	App/Permit fee: \$500
Daily Filming fee	\$500	\$750
Major Motion Picture	\$500	\$2500
Expedited fee	0	\$500
Public Bldg Use	0	\$500
Park/Beach fee	0	\$500
Non profit	App/Permit fee:\$250	App/Permit fee:\$50
Educational/Student	Permit fee: \$250	No charge

MUNICIPALITY	WEDDING PERMIT FEE:	WEDDNG LOCATION FEE:
A.P.	\$100	\$250
Belmar	\$100	no charge
Cape May	\$50	no charge
Pt Pleasant	\$50	\$50 an hour
Spring Lake	no charge	no charge
Avon	no charge	no charge
Bradley Beach	no charge	no charge
Atlantic City	based on # of people	no charge
	\$25-\$125 resident	
	\$50-\$150 non resident	
Long Branch	\$50-\$100	\$150-\$250 resident
		\$300-\$500 non resident (beach gazebo can be used- no add. charge)
Wildwood Crest	\$50	\$50-\$150 based on # attending
Wildwood	\$50	no charge



**Asbury Park, New Jersey
ORDINANCE NO. 2021-7**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER IV, ENTITLED
“GENERAL LICENSING,” OF “THE CODE OF THE CITY OF ASBURY PARK,” IN
ORDER TO ESTABLISH A NEW SECTION THEREOF TO BE KNOWN AS SECTION
4-27, ENTITLED “FILM AND PHOTOGRAPHY PERMITS.**

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) wish to establish certain regulations concerning permits for commercial filming and photography activities which are undertaken within the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that a new section to be known as Section 4-27, entitled “Film And Photography Permits,” is hereby established within Chapter IV, “General Licensing,” of “The Code of the City of Asbury Park, New Jersey” (also referenced as the “City Code”), as follows:

Chapter 4. General Licensing

§ 4-27. FILM AND PHOTOGRAPHY PERMITS.

§ 4-27.1. Purpose.

The purpose and intent of this section is to enable the City of Asbury Park to have control over commercial filming and photography activities which are undertaken within the confines of the City, in order to ensure the protection of the interests of those in the community upon whom such activities may impact.

§ 4-27.2. Definitions.

As used in this section, these terms shall have the following meanings:

CITY

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

EDUCATIONAL/STUDENT FILM

shall mean a motion picture, film, television picture, videotape or other type of photographic compilation that is undertaken to satisfy a course or curriculum requirement at an accredited educational institution. The student filmmaker must supply proof that he/she is currently enrolled in any such educational institution.

FAMILY VIDEO OR FAMILY PHOTOGRAPHY

shall mean the filming or videotaping of motion pictures, or still photography, intended solely for private use.

FILM

shall mean a motion picture, movie, videotape or other similar visual recording involving a series of moving images that is intended to be shown to others for entertainment.

FILMING

shall mean the taking of still or motion pictures, either on film, videotape, or similar recording medium, for any purpose intended for viewing in theaters, on television, or through other streaming mediums or electronic or other devices, or in any other respect for commercial purposes. This term shall not include Family Videos and Photography and News Media, as defined herein, or as otherwise provided herein.

MAJOR MOTION PICTURE

shall mean any film which is financed and/or distributed by a major motion picture studio or corporation for presentation in movie theaters or to be shown or available through other streaming mediums or electronic or other devices, including any filming activity connected with any part of such a production, provided that the production has an overall budget of \$2,000,000.00 or more.

MOTION PICTURE, TELEVISION PICTURE, OR STILL PHOTOGRAPHY

shall refer to all activities attendant to the staging and/or shooting of commercial motion pictures, television movies, television shows, television series, commercials, or other videotaped activities that are intended to be shown through any type of streaming mediums or electronic or other devices or in any other respect for commercial purposes, and/or the taking of single or multiple photographs for sale or commercial use, where the photographer, cameraman or other person recording the activity sets up stationary equipment in any one location for longer than five consecutive minutes but does not comply with the definition of Major Motion Picture.

NEWS MEDIA

shall mean photographic, filming, and/or videotaping for the purpose of a television news broadcast or reporting for print or digital media by reporters, photographers or cameramen.

NON-PROFIT

shall mean an organization or entity which has been duly established and operates in accordance with the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1, et seq., or a similar entity which has been organized under the laws of a jurisdiction other than the State of New Jersey (defined as a “foreign corporation” under N.J.S.A. 15A:1-2f) and which may have obtained federal tax exempt status under Section 501(c) of the Federal (IRS) Tax Code.

PERSON

shall include any individual, corporation, company, partnership, firm, association, or

political subdivision of this State subject to municipal jurisdiction.

PUBLIC LANDS

shall mean any area which is under the jurisdiction and control of the City of Asbury Park, including but not limited to any public building, street, sidewalk, highway, square, park, playground, the beachfront, the boardwalk, and any other public places.

§ 4-27.3. Permit Required; Exemptions.

A permit from the City of Asbury Park shall be required for any person or organization/entity to undertake filming for commercial purposes in or upon any public lands or commercial property located within the City. This requirement shall pertain to a major motion picture, motion picture, television picture or still photography, as those terms are defined in this section. Activities undertaken in connection with City-sponsored events, family videos or family photography, or by the news media, shall be exempt from this requirement.

§ 4-27.4. Application.

A person or organization/entity seeking issuance of a permit hereunder shall file an application with the City Manager or his or her designee, on a form to be provided for that purpose, on which form the applicant shall furnish pertinent information to include but not be limited to the following:

- a. Date(s) of desired filming activities.
- b. Contact information for responsible parties associated with the proposed filming activities.
- c. Production company (if applicable), with contact information.
- d. Proposed location(s) for filming activities.
- e. Equipment to be utilized in connection with filming activities, including any special equipment such as firearms, pyrotechnics, etc.
- f. Evidence of compliance with the City's insurance requirements.
- g. Any additional information required by the City.

Applications for a permit as required by this section must be submitted at least thirty (30) working days prior to the commencement date of the activity. Applications submitted less than thirty (30) working days prior to the commencement date of the activity shall be subject to an expedited approval fee as set forth below.

§ 4-27.5. Fees.

- a. Fees as specified below shall be required in connection with the issuance of a permit for commercial filming activities within the City.
- b. In addition to the fees prescribed below, and/or in cases where no specific fee is referenced below for the proposed activity, the applicant shall be required to pay fees as applicable pursuant to Section 4-10 (Permits for Special Events) of the City Code.

c. As prescribed below:

Permit Fee (one time)	\$500.00
Daily Fee	\$750.00
Major Motion Picture shooting for six (6) days or more - Daily Fee	\$2,500.00
Expedited Approval (less than thirty (30) days)	\$500.00
Staff (Public Works, Fire, Police)	Special Event rate as found in Section 4-10.5 Fees
Use of Public Building	\$500.00
Use of Park or Beach	\$500.00
Street Closing	Special Event rate as found in Section 4-10.5(j)(1) and (2)
Non-profit	\$50.00

- d. Applicants for educational/student films shall be exempt from permit fees. Such applicants shall also be exempt from location fees and fees associated with usage of public property, at the discretion of the City Manager.
- e. The City Manager shall be authorized to negotiate fees in relation to City staff and equipment, as required, to protect the health, safety and welfare of the public

§ 4-27.6. Reimbursement of Certain Costs.

In addition to any and all other fees and costs specified under this section, the applicant shall be required to reimburse the City for any lost revenue, including but not limited to repairs required to public property, and any revenues that the City was prevented from earning because of the filming activities (i.e., parking meter fees, etc.).

§ 4-27.7. Insurance.

No permit shall be issued pursuant to this section unless the applicant shall provide the City with satisfactory proof of the following:

- a. For organizations/entities:
1. Comprehensive general liability insurance with carriers authorized to do business in the State of New Jersey and with policies remaining in full force and effect during the period of time contemplated by the permit, covering premises, products/completed operations, independent contractors, contractual coverage, advertising injury and protection against claims for all damages arising from bodily injury, property damage, and personal injury, including death, related to the activities to be undertaken in the City.

2. A Certificate of liability insurance naming the City of Asbury Park, along with its elected and appointed officials, employees, officers, agents, volunteers, boards, commissions, representatives, professionals and insurers as additional insureds (collectively referred to herein as the “City Insureds”), with limits carried of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate underwritten by an insurance company licensed to do business in the State of New Jersey and acceptable to the City of Asbury Park. All such policies of insurance shall indicate that they are primary and non-contributory and shall include a waiver of subrogation or transfer of rights. The City reserves the right to increase the required amount of insurance coverage based upon the particular circumstances of each application.
 3. A written hold harmless and indemnification agreement in favor of the City Insureds for all losses arising out of the acts and omissions of permittees, their employees, agents, contractors and assigns, must also be executed, which shall be in a form satisfactory to the City.
- b. For individuals:
1. A certificate of liability insurance with personal liability covered under a homeowners or similar insurance policy including bodily injury and property damage with minimum limits of liability not less than \$1,000,000.00 naming the City of Asbury Park, along with its elected and appointed officials, employees, officers, agents, volunteers, boards, commissions, representatives, professionals and insurers as additional insureds (collectively referred to herein as the “City Insureds”). The City reserves the right to increase the required amount of insurance coverage based upon the particular circumstances of each application.
 2. A written hold harmless and indemnification agreement in favor of the City Insureds for all losses arising out of the acts and omissions of permittees, their employees, agents, contractors and assigns, must also be executed, which shall be in a form satisfactory to the City.

The City Manager, in consultation with the City’s risk management team, may amend the insurance requirements specified above if deemed appropriate, given the contemplated filming activities that are the subject of the permit.

§ 4-27.8. General Requirements.

The following requirements shall apply to all permits issued under this section:

- a. The person or organization/entity to which the permit is issued shall be responsible to ensure that all rules, regulations and ordinances of the City are obeyed and that City property is left in good order and not damaged.

- b. If any damage to City property is occasioned, the person or organization/entity to which the permit is issued shall be required to repair the damage and return the property to its pre-damaged condition. The City reserves the right to require a refundable deposit of at least \$500.00 to cover any damage to public property as a result of filming activities.
- c. The permit holder shall preserve order and decorum during its filming activities.
- d. The permit holder shall conduct its activities in such a manner as to minimize the inconvenience or discomfort to adjoining property owners and the public in general as a result of the filming activities and shall, to the extent practicable, abate noise and park vehicles off the public streets. All vehicles parked on public streets and rights of ways shall be parked in accordance with all applicable state and local regulations.
- e. The City of Asbury Park shall receive promotional credit on any filming project.
- f. Permits issued for filming activities under this section shall not be transferable.

§ 4-27.9. Refusal to Issue Permit; Revocation of Permit

- a. The City may refuse to issue a permit whenever it determines, in its sole discretion, that the issuance of the requested permit may pose a risk to the health, safety and welfare of the public, or may cause an annoyance or disturbance to, or otherwise cause a negative impact upon, the quality of life of City residents.

Examples of the types of activities which may cause an annoyance or disturbance to, or otherwise negatively impact the quality of life of, City residents include but are not necessarily limited to the following:

- 1. The presence of trucks and trailers to store equipment and house cast members, which may create traffic and parking problems;
- 2. The attractive nuisance created by filming, which may attract crowds of onlookers and spectators;
- 3. Excessive noise and lighting;
- 4. The erection and placement of filming equipment which may obstruct public rights-of-way and other areas;
- 5. Activities extending well into the late night or early morning hours, which may disturb the peace and quiet enjoyment of neighboring residents;
- 6. The necessity of a constant police presence to keep the site secure and maintain order;
- 7. The potential for disorderly activities committed by either cast or crew

members, or visitors to the site; or

8. Any other circumstances which, in the sole discretion of the City Manager, may negatively affect the public.

The above undesirable effects are particularly acute in residential neighborhoods, where residents have a legitimate and legally protected right to be free from unwanted and unnecessary intrusions into the peace and sanctity of their homes.

- b. The City may revoke a permit issued pursuant to this section in any case where unforeseen circumstances arise which endanger the health, safety and welfare of the public, or in any other circumstance where the health, safety and welfare of the public is at risk, or where the activities associated with the filming activities have been determined, in the sole discretion of the City Manager, to have caused an annoyance or disturbance to, or have otherwise negatively impacted the quality of life of, City residents.

§ 4-27.10. Waiver of Requirements of Section by the City.

The City Manager or his/her designee is hereby authorized to relax the requirements of this section in furtherance of the best interests of the City and to protect the health, safety and welfare of the public, depending upon the specific circumstances of each case.

§ 4-27.11. Offenses and Penalty.

- a. Offenses. A person commits an offense if he or she:
 1. Commences or conducts filming activities that are subject to the requirements of this section without a permit, or;
 2. Fails to comply with any condition, requirement or provision of the permit, or otherwise violates any ordinance, rule or regulation that is applicable to the filming activity.
- b. Penalty. A person who violates a provision of this section shall be guilty of a separate offense for each day or part thereof during which the violation is committed or continued and shall be liable, upon conviction, to the penalty as stated in Chapter I, Section 1-5 of the City Code, or as provided by State Statute.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-7 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-2**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE
IMPROVEMENTS ON BLOCK 3801, LOTS 1.01, 1.03, AND 1.05 WITHIN THE
ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A
MECHANISM FOR PAYMENT OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

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

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4002, Lot 1 (the “Property”), which Infrastructure Improvements, in whole or in part, constitute

(i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and

(ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by,

among other things, a special assessment on certain property within an area in need of redevelopment.

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

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

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

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The estimated aggregate cost of such Infrastructure Improvements for the Property subject to this ordinance is \$17,500,000 (subject to the actual costs of such Infrastructure Improvements at the time of installation as certified to the City Engineer), provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

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

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

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

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

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

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

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

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

(i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27 or

(ii) with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

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

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

(e) The City hereby determines that:

(i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(b) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning

the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

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

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

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-2 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

MELODY HARTSGROVE
CITY CLERK

Exhibit A

Special Assessment Agreement

Record and return to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

Special Assessment Agreement

By and Among

The City of Asbury Park

and

Hovnanian's Cove at Asbury Park Urban Renewal, LLC (the "Entity")

Attachment: Special Assessment Agreement (2021-2 : AP Triangle K. Hovnanian Special Assessment Ordinance)

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter “**Agreement**”), made this ____ day of _____, 2021, by and between **K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC** (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

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

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

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

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”);

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

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”);

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

WHEREAS, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical

construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”);

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) for which a Special Assessment (as defined herein) may be imposed;

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area;

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement with the City executed on December 18, 2020 (the “**Subsequent Developer Agreement**”);

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the City and the Entity are proposing to enter into a financial agreement to be executed contemporaneously herewith governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”);

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment;

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law;

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY

UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 3203, Lots 1-4, P/O Lots 5&15, 16-19 and Block 3206, Lots 1-3, P/O Lot 4, upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the 48 unit residential townhomes known as “[the Cove]” to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, a certain Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals. Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

ARTICLE II. DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the “**Principal Amount**”); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on

the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements.

(b) The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the aggregate amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C at the issuance of the RABs, examples of the estimated Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C.

(c) The Unpledged Portion of the Special Assessment shall be allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to the Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be “Surplus Pledged Special Assessments” as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

(g) The Parties acknowledge that, as part of the Project, AP Triangle intends to construct a landscaped open space on the western border of the site in accordance with the requirements of the

Subsequent Developer Agreement. The Parties agree that the costs of the public park are costs that may be subject to a Special Assessment as a “miscellaneous improvement” within the meaning of such term under Exhibit A to the Master Agreement.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the unpaid installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.
MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in

accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement.

ARTICLE V. DEFAULT

SECTION 5.01 Default - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a “**Default**”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property.

SECTION 5.02 Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land to which the Default applies owned by the Owner or Unit Purchaser, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments

shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI. NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with copies to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

If to the Entity:

K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC
110 Fieldcrest Avenue
Edison, New Jersey 08837
Attn: Carl W. Erler, Esq., Division Counsel

If to any other Owner:

The notice shall be directed to the Owner's address as set forth in the property tax records of the City.

**ARTICLE VII.
MISCELLANEOUS**

SECTION 7.01 Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGES]**

Attachment: Special Assessment Agreement (2021-2 : AP Triangle K. Hovnanian Special Assessment Ordinance)

K. HOVNANIAN'S COVE AT ASBURY PARK URBAN RENEWAL, LLC

 Michael Weisslitz, Esq.,
 Division President

STATE OF NEW JERSEY,
 COUNTY OF [Insert] SS:

I CERTIFY that on December _____, 2020, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC

 Notary Public

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Melody Hartsgrove, Deputy City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on December _____, 2020, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto:

<u>Description</u>	<u>Block 3206</u>
Engineering Design	\$75,000
City Construction Administration	\$50,000
Mobilization, Clearing, Test Pits	\$100,000
RCP Pipe	\$75,664
Box Culverts	-
Drainage Man Holes	\$20,335
Drainage Inlets	\$41,677
Sanitary Pipe and Fittings	\$43,982
Sanitary Man Holes	\$24,467
Paving	\$933,818
Curbs, Walks and Pavers	\$218,210
Traffic Marking	\$12,500
Landscaping	\$107,598
Street Lighting	\$202,953
Fill (Excess, if needed)	\$50,000
Streetscape	\$18,732
Fire Connections	-
Electrical (not street lights)	\$223,529
Testing and Inspection (incl. in pipe costs)	\$25,000
Other Misc. Items	-
Construction Management	\$110,985
Total	\$ 2,334,450

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

Special Assessments for each Unit shall be calculated as follows:

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit Type	Total Sales Price	Quantity	Per Unit Sales Price
Model B - INT	\$13,319,820	18	\$739,990
Model A - INT	\$15,479,820	18	\$859,990
Model B - MEZZANINE - END	\$4,559,940	6	\$759,990
Model A - MEZZANINE - END	\$5,279,940	6	\$879,990
	\$38,639,520	48	\$804,990

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100

Example:

If:

Sales Price = \$800,000

Total Tax Rate = \$1.575 Municipal Tax Rate = \$0.842 Tax Ratio = 100%

PILOT = \$7,090.53 (\$800,000 * 100% * \$0.842/100 * 1.052631579)

Then:

Special Assessment = \$800,000 * 100% * \$1.575/100 = \$12,600

Time for Calculation: The Special Assessment shall be calculated at the time of initial issuance of the RABs, and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser.

Pledged Portion of the Special Assessments shall be calculated as follows:

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If

Sales Price = \$800,000

Total Tax Rate = \$1.575 Municipal Tax Rate = \$0.842 Tax Ratio = 100%

PILOT = \$7,090.53

Then:

Pledged Portion of the Special Assessment = \$12,600 - \$7,090.53 = \$5,509.47

Unpledged Portion of the Special Assessments shall be calculated as follows:

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

EXHIBIT C

ASSUMPTIONS

BOND MATURITY DATE: January 1, 2050

BOND FIRST REDEMPTION DATE: Bonds are subject to Special Mandatory Redemption @ Anytime

BOND REDEMPTION PRICE: 100%

BOND INTEREST RATE: 8.000%

Total Payment				
Unit Type and Number	Interior Home – Model B w/ \$739,990 Base Price (18 Homes)	Interior Home – Model A w/ \$859,990 Base Price (18 Homes)	End Home – Model B w/ \$759,990 Base Price (6 Homes)	End Home – Model A w/ \$879,990 Base Price (6 Homes)
\$ Amount Below Base Purchase Price	Deficiency Payment Amount	Deficiency Payment Amount	Deficiency Payment Amount	Deficiency Payment Amount
\$25k	\$ 33,750	\$ 33,750	\$ 11,250	\$ 11,250
\$50k	67,500	67,500	22,500	22,500
\$75k	101,250	101,250	33,750	33,750
\$100k	135,000	135,000	45,000	45,000

Per Unit Payment				
Unit Type and Number	Interior Home – Model B w/ \$739,990 Base Price (18 Homes)	Interior Home – Model A w/ \$859,990 Base Price (18 Homes)	End Home – Model B w/ \$759,990 Base Price (6 Homes)	End Home – Model A w/ \$879,990 Base Price (6 Homes)
\$ Amount Below Base Purchase Price	Deficiency Payment Amount	Deficiency Payment Amount	Deficiency Payment Amount	Deficiency Payment Amount
\$25k	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875
\$50k	3,750	3,750	3,750	3,750
\$75k	5,625	5,625	5,625	5,625
\$100k	7,500	7,500	7,500	7,500



**Asbury Park, New Jersey
ORDINANCE NO. 2021-3**

**AN ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE
EXECUTION OF A FINANCIAL AGREEMENT WITH K. HOVNANIAN'S COVE AT
ASBURY PARK URBAN RENEWAL, LLC AND GRANTING A TAX EXEMPTION**

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

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

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

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, K. Hovnanian's Cove at Asbury Park Urban Renewal LLC (the "Entity") intends to develop forty eight (48) residential condominium units comprising three (3) buildings (collectively, the "Project") on property identified as Block 3801, Lots 1.01, 1.03 and 1.05 on the official tax maps of the City and located in the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A.

40A:20-1 et seq. (the “LTTE Law”), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, on December 18, 2020, the Entity made application to the City requesting a long term tax exemption and financial agreement with respect to the Project (the “Application”) pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the “Financial Agreement”) substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the Long Term Tax Exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

I. GENERAL The aforementioned recitals are incorporated herein as though fully set forth at length.

II. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified

copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes

III. SEVERABILITY If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

IV. ACTION REGARDING FINANCIAL AGREEMENT The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

V. AVAILABILITY OF THE ORDINANCE A copy of this Ordinance shall be available for public inspection at the offices of the City.

VI. EFFECTIVE DATE This Ordinance shall take effect according to law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-3 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

MELODY HARTSGROVE
CITY CLERK

Exhibit A

Financial Agreement

Record and Return To:

Joseph J. Maraziti, Jr., Esq.
 Maraziti Falcon, LLP
 240 Cedar Knolls Rd
 Cedar Knolls, NJ 07927

Residential Condominium

Re: AP TRIANGLE TOWNHOUSE
 DEVELOPMENT PROJECT
 Asbury Park, New Jersey
 (Block 3801, Lots 1.01, 1.03, 1.05)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2021

by and between

K. HOVNANIAN'S COVE AT ASBURY PARKURBAN RENEWAL, LLC qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law") having its principal office at _____, hereinafter designated as the "Entity", and the City of Asbury Park, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS

WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal project located at

Block 3801, Lots 1.01, 1.03, and 1.05 4 on the Official Tax Maps of the City of Asbury Park. The project consists of the development and sale of 48 residential condominium/townhome Units and related site improvements.

(hereinafter called the "Project"), and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth and as set forth in the Subsequent Developer Agreement (add details) which is attached as Exhibit A, together with any amendments, which have been adopted from time to time; and

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").), and as set forth in the Subsequent Developer Agreement; and

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

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application dated XXX and attached hereto as Exhibit X in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

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

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 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 conventional taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.
- v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a

purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

- ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.
- x. Condominium Association - The entity responsible for the administration of a condominium which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.
- xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.
- xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.
- xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.
- xiv. County Share Constant – Shall mean 1.052631579.
- xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.
- xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.
- xvii. Force Majeure Event- shall mean any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation,

release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

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

xx. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of taxes assessed on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which

the Land was subject to conventional taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional taxation.

xxv. Intentionally Omitted.

xxvi. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property (defined below), housing units and related improvements thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain forty-eight (48) housing Units N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City or improvements located within the public rights-of-way.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 3801, Lots 1.01, 1.03, and 1.05, including any

Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – If unsold shall mean

Unit Type	Total Sales Price	Quantity	Per Unit Sales Price
Model B - INT	\$13,319,820	18	\$739,990
Model A - INT	\$15,479,820	18	\$859,990
Model B - MEZZANINE - END	\$4,559,940	6	\$759,990
Model A - MEZZANINE - END	\$5,279,940	6	\$879,990
	\$38,639,520	48	\$804,990

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxiv. Substantial Completion - shall mean the determination by the City, in its reasonable opinion made with the advice of the Entity that with respect to the Project, that the construction activities entailed are completed in all material respects and that the Project is ready for its intended use and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Temporary Certificate of Occupancy or a Final Certificate of Occupancy shall be conclusive

proof of Substantial Completion, but the issuance of such certificates are not required in order for a determination by the City that the Project is Substantially Complete.

xxxv. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The tax ratio is 100% in any tax year that the city implements a revaluation or reassessment.

xxxvi. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxvii. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately \$36,404,452.00.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment

of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately

considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by

the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer and the Entity executed on or about November 12, 2020, and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

A. Relative Benefits of the project when compared to the costs:

- i The current real estate taxes on the Land, generate revenue of less than approximately \$ 103,789.00 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$ \$499,222.56 .
 - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional taxation had remained in effect with respect to the Property.
- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i Without the exemption, the Project is not financially viable;
 - ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. _____ on _____, 20__ attached to this Agreement, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement. The execution of this Agreement was also authorized by the Director of Local Government Services on February 13, 2013 pursuant to that certain Memorandum of Agreement by and between the City and the Division of Local Government Services.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the First day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the city shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute as an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City.

This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds.

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply

during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval, may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties.

The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the

dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under the Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 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 or leased, all relevant data regarding such sale or lease, including date, consideration, all relevant closing documents, and leases, shall be submitted to the City Clerk & Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business

hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE

Section 8.1 Application Fee

The Entity has paid to the City \$_____, representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 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

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement are

fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e

Section 10.2 Deed Recitals

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED**ARTICLE XII - RECORDING****Section 12.1 Recordation of Agreement**

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by either Entity.

ARTICLE XIII - WAIVER**Section 13.1 Waiver**

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or either Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES**Section 14.1 Sent by City**

Any notice required hereunder to be sent by either party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to K. HOVNANIAN'S THE COVE AT ASBURY PARK URBAN RENEWAL, LLC, 110 Fieldcrest Avenue, Edison, New Jersey 08837, Attention: Carl W. Erler, Division Counsel, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate

of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI - CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et

seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto to which intervention of the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law.

Section 19.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided

for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

Section 19.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement

as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties,

and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represent that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by either Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale) the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns

notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect

pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

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

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

K. HOVNANIAN'S THE COVE AT ASUBRY
PARK URBAN RENEWAL LLC

Name: Michael Weisslitz, Division President

An Authorized Officer

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Cindy Dye, RMC, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 20____, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
- (c) executed the instrument as the act of the City of Asbury Park.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 20____, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of K. HOVNANIAN'S THE COVE AT ASBURY PARK URBAN RENEWAL LLC; and
- (c) executed the instrument as the act of K. HOVNANIAN'S THE COVE AT ASBURY PARK URBAN RENEWAL LLC.

Notary Public

EXHIBIT 1
The Application

EXHIBIT 2
Ordinance

Attachment: Financial Agreement- AP Triangle FOR COUNCIL (2021-3 : Financial Agreement with K. Hovnanian's Cove at Asbury Park Urban

EXHIBIT 3
Certificates of the Entity

(TO BE PROVIDED)

EXHIBIT A
SUBSEQUENT DEVELOPER AGREEMENT



**Asbury Park, New Jersey
ORDINANCE NO. 2021-4**

AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 1201 THIRD AVENUE, IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City") has been requested to create an additional handicapped parking space adjacent to property located at 1201 Third Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet from of the north/west corner of Third and Pine Street and extending 20 feet on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

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

1. There is hereby established an additional restricted parking space adjacent to the property located at 1201 Third Ave, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet from the north/west corner of Third and Pine Street and extending 20 feet on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said

parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Third Ave.	West	1201 Third Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin 52 feet from the north/west corner of Third and Pine Street and extending 20 feet on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

10. This Ordinance shall take effect upon final passage and publication in accordance with the law.

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-4 which was finally adopted by the City Council at a meeting held on the 24th day of February, 2021

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 24, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-119 Resolution Authorizing a meeting which excludes the public
Council member Kendle recused himself from the NJIFF Litigation Update.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
RECUSED:	Jesse Kendle

LITIGATION

1. NJIFF Litigation Update by Eric Nemeth, Esquire

CONTRACT NEGOTIATIONS

1. 607 Mattison Avenue and 704-720 Cookman Ave and 574 Cookman Avenue

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

Frederick Raffetto	City Attorney	Remote	
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City Clerk Melody Hartsgrrove called the meeting to order at 6:00 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 the Mayor and Council.

ITEMS TO BE PRESENTED:

1. Rent Control Sub Committee Report
Affordable Housing Planner/Consultant, Beth McManus provided a rent control sub-committee report to Mayor and Council.
2. A Presentation by Sackman Enterprises for development projects at 607 Mattison Avenue, 704-720 Mattison Avenue, and 574 Cookman Avenue with a request to amend the Central Business District Redevelopment Plan
Andy Karas of Sackman Enterprises, presented a proposal for development projects at 607 Mattison Avenue, 704-720 Mattison Avenue, and 574 Cookman Avenue with a request to amend the Central Business District Redevelopment Plan to Mayor and Council.

MATTERS FROM CITY COUNCIL

Council member Chapman stated, I wanted to let everyone know that through a new partnership with the City of Asbury Park and Community Affairs Resource Center, rental assistance may be available to residents who qualify. For information you can contact the Community Affairs Resource Center 732-774-3282. Along with that there is also utility assistance available as well. For more information on utility assistance for those who qualify, you can call either Carrie Jeannot at 732-502-4580 or Cassandra Dickerson at 732-502-5753. We know we are going through hard times out there and we are trying to bring together as many resources as we can.

Council member Clayton stated, the Equity Committee that was formed last fall is having a meeting where there is going to be public participation. The committee was formed to foster good relations between our police department and our residents. The purpose of this meeting is to hear from the public, we've already heard from stakeholders within the city. On March 2, 2021 there will be a meeting and you have to register if you want to make a public comment. The meeting is from 5:00PM to 7:00PM and the registration is www.cityofasburypark.com/equity. If you don't have access to technology, you can call 732-502-5358. Free COVID-19 testing is still going on in the city at the transportation center. It's happening this evening until 7:00PM. The next date is Wednesday, March 10, 2021 from 9:00AM to 12:00PM and Monday, March 22, 2021 from 9:00AM to 12:00PM.

Council member Kendle stated, I would like to send out a message to the guardians and parents of the children going to Asbury Park. I ask the parents to please remind your kids to keep their masks on as they walk from school to home. A lot of people have brought it to my attention that the kids are taking their masks off a block away from the school and gathering. So please encourage your kids to wear their masks until they get home.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, tomorrow night the Mayor's Wellness Committee is having this great event, "Just Say Yes, Keep Your Heart Healthy," at 5:30PM tomorrow. The zoom number is there and the caller ID number is there. We have a great Mayor's Wellness Committee shared by Michael and great volunteers. This is another great thing we're doing for Asbury Park.

MATTERS FROM CITY MANAGER

City Manager, Donna Viero stated, I just want to clarify to make sure everyone got the number correctly for the Equity Committee phone in, it's 732-502-5758. I believe that is what Council member Clayton said, but just to be sure it's 732-502-5758.

MATTERS FROM CITY ATTORNEY

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment about council members, Michael Kushner asked a question about the workshop presentation by Sackman Enterprises, Rita Marano made a comment on debt service, garbage, marijuana laws, and the rent leveling ordinance. Ron Simoncini, Carol Fallock, Matthew Daniels, Tracy Rodgers, Peter Siegel, Matthew Sigman, Sylvie St. Pierre, Maureen Nevin, Alex Rusufski, Charles Gormally, and Felicia Simmons all made comments on the rent leveling ordinance. A motion to close the meeting to the public was made by Council member Kendle and seconded by Mayor Moor. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Feb. 10, 4:00 PM
2. Municipal Council - Regular Meeting - Feb 10, 2021 6:00 PM

INDIVIDUAL RESOLUTIONS

2021-120 Resolution Approving Payment of Bills

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

2021-121 Resolution Awarding Bid for Traffic Control Signage

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

2021-122 Resolution Authorizing Purchase of a Salt Spreader for a DPW Pick-Up Truck

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-123 A Resolution of The Mayor and Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To AP Block 4001 Venture Urban Renewal, LLC Regarding residential development on Block 4001, Lots 2-15 (Kingsley Street, Third Avenue and Fourth Avenue) and Referring The Matter To The Planning Board For Appropriate Approvals

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

2021-124 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 Parkview AP will Address an Existing Housing Need in the City of Asbury Park for HOME Financing (Block 803, Lots 1.01-10.01)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-125 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with AP Block 4001 Venture Urban Renewal, LLC for the development of property located at Block 4001, Lots 2-15 (Kingsley Street, Third Avenue and Fourth Avenue)

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

2021-126 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate an Electric Scooter Share Program Within the City.

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

2021-127 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Bikeshare Program Within the City.

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

2021-128 Resolution Adopting the Monmouth County Multi-Jurisdictional Hazard Mitigation Plan

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

2021-129 Resolution Approving Special Event Applications

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

2021-130 Resolution Extending the Time Period for The “Equity Committee” To Complete Its Work.

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

2021-131 Resolution Establishing Regulations for the 2021 Beach Season

RESULT:	ADOPTED [3 TO 2]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, John Moor
NAYS:	Yvonne Clayton, Amy Quinn

ORDINANCES

Introduction

- 2021-5 An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled “Rent Leveling Regulations.”

RESULT:	INTRODUCED [4 TO 1]
	Next: 3/10/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Jesse Kendle

- 2021-6 An Ordinance Amending and Supplementing Section 4-10, Entitled “Permits for Special Events,” Of Chapter IV, “General Licensing,” of “The Code of The City of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/24/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-7 An Ordinance Amending and Supplementing Chapter IV, Entitled “General Licensing,” Of “The Code of The City of Asbury Park,” In Order to Establish A New Section Thereof To Be Known as Section 4-27, Entitled “Film and Photography Permits.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/24/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

- 2021-2 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Providing for The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 3801, Lots 1.01, 1.03, And 1.05 Within the Asbury Park Waterfront Redevelopment Area and Establishing A Mechanism for Payment of The Cost Thereof

A motion to open 2021-2 to the public was made by Deputy Mayor Quinn and seconded by Council Member Chapman. All in favor. The following members of the public spoke: Maureen Nevin asked a question about the special assessment.

A motion to close 2021-2 was made by Deputy Mayor Quinn and seconded by Mayor Moor.

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

2021-3 An Ordinance of The City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian’s Cove at Asbury Park Urban Renewal, LLC and Granting A Tax Exemption

A motion to open 2021-3 to the public was made by Council member Clayton and seconded by Council Member Kendle. All in favor. The following members of the public spoke: Rita Marano asked a question about tax exemption, Maureen Nevin asked a question about the Waterfront Redevelopment Agreement, and Kathleen Mumma asked a question about the Waterfront Redevelopment Agreement.

A motion to close 2021-3 was made by Council Member Kendle and seconded by Deputy Mayor Quinn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-4 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1201 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

A motion to open 2021-4 to the public was made by Council Member Kendle and seconded by Council Member Clayton. All in favor. No members of the public spoke.

A motion to close 2021-4 was made by Council Member Kendle and seconded by Council Member Chapman.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSTAIN:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 8:01 PM

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

Meeting was adjourned at 8:01PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk