



Agenda
Meeting of the Municipal Council
Wednesday, February 26, 2020
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

- A. Springwood Avenue Harmony: The Unique Musical Legacy of Asbury Park's West Side
- B. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- C. Items to be presented by: Deal Lake Commission
 - 1. Water Quality and Restoration 319 Grant
- D. Review of Agenda Items for February 26th Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, February 26, 2020
REGULAR MEETING 7:00 PM

I. Executive Session - 3:30 p.m.

2020-102 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Affordable Housing for 700 Monroe Avenue and 316 main Street
2. Subsequent Redeveloper Agreement for 202 Seventh Avenue

B. Litigation

1. NJIFF Litigation Update-Eric Nemeth, Esquire
2. City of Asbury Park vs. Westside Community Center of Greater Monmouth/Curtis J. Moreland

C. Attorney-Client Privilege

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

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

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Minutes of February 12, 2020 4:00 PM

- Municipal Council - Work Session - Feb 12, 2020 6:00 PM
- Municipal Council - Regular Meeting - Feb 12, 2020 7:00 PM

G. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

H. Individual Resolutions

- 2020-103 Resolution Approving Payment of Bills
- 2020-104 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners
- 2020-105 Resolution Authorizing the Purchase of Electricity
- 2020-106 Resolution Authorizing Purchase of Ammunition and Targets for the Police Department
- 2020-107 Resolution Authorizing the Purchase of an Ambulance Disinfection System
- 2020-108 Resolution Authorizing the Purchase two Kubota Litter Scooters for the Beach Department
- 2020-109 Awarding a contract for Command Training for the Fire Department
- 2020-110 Awarding Bid for Traffic Stripping
- 2020-111 Rejecting RFQ Proposals for Affordable Housing Administrative Agent
- 2020-112 Resolution Authoring a Professional Services Contract for Sewer Connection Fee Study
- 2020-113 Appointing Shore Point Architecture to Provide Architectural Services for the Fire Station and Authorizing the Award of a Non-Fair and Open Professional Service Contract
- 2020-114 Resolution Authorizing the Submission and Acceptance of Grant Applications for the 2020 COPS-IN-SHOPS Summer Shore Initiative
- 2020-115 Resolution Authorizing Referral to The Planning Board of Various Affordable Housing Ordinances and Amendments to The Zoning Ordinance and The Main Street, Central Business District and Springwood Avenue Redevelopment Plans, Which Are Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan, Along with A Proposed Revised Official Zoning Map.

I. Ordinances

1. Introduction

- 2020-3 Bond Ordinance Providing for The Construction of a Parking Garage at The Transportation Center of City Hall – Phase I (A Transportation Utility Improvement), By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$1,000,000 Therefor and Authorizing the Issuance of \$1,000,000 In Bonds or Notes to Finance the Cost Thereof
- 2020-4 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

2. Second Reading/Public Hearing

J. Adjournment

IV. Resolutions

**RESOLUTION NO. 2020-102****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 26, 2020 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

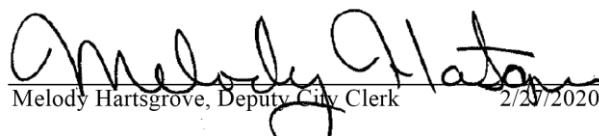
1. Affordable Housing for 700 Monroe Avenue and 316 Main Street.
2. Subsequent Redeveloper Agreement For 202 Seventh Avenue.

B. Litigation:

1. NJIFF update by Eric Nemeth, Esquire.
2. City of Asbury Park vs. Westside Community Center of Greater Monmouth/Curtis J. Moreland

C. Attorney Client Privilege:

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


Melody Hartsgrove, Deputy City Clerk 2/26/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 12, 2020
WORK SESSION

Announcement by the City Clerk

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

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

Proclamation Recognizing The Light of Day Foundation

Mayor and Council presented the Light of Day Foundation with Asbury Underground a Proclamation recognizing all of the great work they have done over the last 20 years in the fight for Parkinson disease.

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

1. Snow Plow 2nd Place Winner-Tyron Vinson

Mayor and Council presented Tyron Vinson, the second place award for the NJIFF Snow Plow Rodeo.

Special Event Applications

Leesha Flyod reviewed the special event applications with Mayor and Council.

Items to be presented :

1. Presentation by Census Complete Count Committee

Beatrice Oesterheld, Executive Director of Community Affairs & Resource Center (CARC) gave a presentation on the importance of everyone being counted in the upcoming Census 2020.

2. Presentation by Sackman Enterprises, LLC of proposed projects at 700 Monroe Avenue and 316 Main Street and requests for Amendments to the Main Street Redevelopment and Central Business District Redevelopment Plans

Andrew Karas, Esq. On behalf of Sackman Enterprises presented two proposed projects to Mayor & Council located at 700 Monroe and 316 Main Street that would require Plan Amendments.

Review of Agenda Items for February 12 th Regular Meeting

City Manager Vieiro, reviewed the agenda for the February 12th Regular Meeting.

Matters from City Council

Council Member Chapman, stated the Deal lake Commission is holding two upcoming presentations on February 20th at 7:00 PM located at Interlaken Town Hall Invasive Weeds reasons and methods to treat and on Febraury 26th at Asbury park City hall at 6:00 Pm Water Quality and Restoration 319 Grant. Chamber Carousel Awards will be held on May 8th and the 2020 honorees are as follows: Pastors Lyddale & Traci Akins, Tomm Pivinski, Words Book Store, Leesha Flyod & Cassandra Dickerson, Gary Mottola, Jimmy Bruno.

Council Member Clayton, sated the Public Library is holding a get your taxes done for free on Fridays from 9:00 am -11:30 am and on Saturdays from 10:00 am-2:00 pm. Dog License are due and to avoid a late fee please get your dog licensed before March 1st, Asbury Park Public Library is having a Art Exhibit and Presentation for African-American History Month on Tuesday February 18th, the art exhibit will begin at 2:00pm and the presentation begins at 6:00 pm.

Council Member Kendle, stated the Asbury park Police is currently accepting applications for the position of Special Law enforcement Officer Class 1, apply by February 29th. City hall will be closed on February 14 and February 17th in observance of Presidents Day.

Deputy Mayor Quinn, stated expanded parking hours at the 605 Bangs Ave Garage are on Fridays 6;00pm-midnigt and on Saturdays 8:30am-2:30 am and Sundays from 8:00am -midnight. The Beach Department has Lifeguard and EMT positions open and you can apply at www.cityofasburypark.com/beachpatrol.com

Mayor Moor stated, Cooking with Heart will be held at the Second Baptist Church on Saturday February 29th from 10:30-11:30 am. Join Kula Cafe as they serve up heart healthy recipes to start the year off right. Discover Jersey Arts 2020 is conducting a contest and you can vote online and add some local places. The Library Board has a opening please apply online or at the Clerk's office.

Matters from City Manager

City Manager Vieiro, stated no matters at this time.

Matters from City Attorney

City Attorney Raffetto, stated he had no matters at his time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 12, 2020 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, February 12, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-80 Resolution Authorizing a meeting which excludes the public

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

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

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

PUBLIC PARTICIPATION

MINUTES

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

- Executive Session Minutes of January 22, 2020
- Municipal Council - Work Session - Jan 22, 2020 6:00 PM **Accepted**
- Municipal Council - Regular Meeting - Jan 22, 2020 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2020-81 Resolution Approving Special Event Applications

2020-82 Resolution Commemorating the Centennial of The Ratification of the 19th Amendment

2020-83 Resolution to Terminate Sewer Account Billing and Cancel Open Charges Block 1905 Lot 5 825 Dunlewy Street

2020-84 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #19-00210 due to Tax Overbill Block 3705 Lot 10.47 Qual. C0021

INDIVIDUAL RESOLUTIONS

2020-85 Resolution Approving Payment of Bills

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

2020-86 Temp. Budget Amend. 1

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

2020-87 Resolution Authorizing Purchase of Lumber and Hardware for Beach Lockers

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

2020-88 Resolution Authorizing Purchase of Speed Cushions

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

2020-89 Resolution Authorizing Purchase of New Rolling Door for the Department of Public Works

Minutes Acceptance: Minutes of Feb 12, 2020 7:00 PM (Minutes)

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

2020-90 Resolution Authorizing Purchase of Thermal Imaging Cameras for the Fire Department

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

2020-91 Resolution Authorizing the use of Contracts with Approved Omnia Partners Government Purchasing Alliance National Co-op Vendors

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

2020-92 Resolution Authorizing the Award of a Contract to The Firm of ARH, Inc. To Perform Special Projects Engineering Services.

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

2020-93 Resolution Authoring a Professional Services Contract to The Rodger's Group for Police Accreditation

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

2020-94 Resolution of the Mayor and City Council of The City of Asbury Park to Designate AP Triangle as a Subsequent Developer and to enter into a Subsequent Developer Agreement with AP Triangle, LLC for the development of a portion of the property located at Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4

RESULT:	ADOPTED [4 TO 0]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Jesse Kendle

2020-95 Awarding of a Contract to Millennium Communications Group for Yearly Support and Service

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

- 2020-96 A Resolution of The Mayor and Council of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To AP Triangle, LLC for the development of a portion of the property located at Block 3203, Lots 1-5 and 15-19 and Block 3206, Lots 1-4, And Referring The Matter To The Planning Board For Appropriate Approvals

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

- 2020-97 A Resolution of the City of Asbury Park Releasing the Performance Bond for 1101 Ocean Avenue (Block 4002, Lot 1, FKA Block 176, Lot 1.02); and Accepting Maintenance Guarantee

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

- 2020-98 Appointing Members to the Zoning Board of Adjustment

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

- 2020-99 Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate A Concession Involving The Rental of Stand-Up Paddle Boards, Kayaks, And/or Other Recreational Devices to The Public In A Designated Area of The Deal Lake

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

- 2020-100 Authorizing the Execution of a Hold Harmless Agreement Between the City of Asbury Park and The Wall Township Board of Fire Commissioners Fire District 2.

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

- 2020-101 Adjusting Sewer Charges Due and Owed Relating to the Property Located at 615 Second Avenue(Block 2704, Lot 20).

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

ORDINANCES

Introduction

Second Reading/Public Hearing

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

A motion was made by Council Member Kendle and Seconded by Council Member Chapman to open the public hearing on Ordinance 2020-1 with all in favor. The following members of the public spoke: Rita Marano, a motion to close the public hearing on 2020-1 was made by Mayor Moor and seconded by Deputy Mayor Quinn with all in favor. Public hearing is closed on Ordinance 2020-1

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

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

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:30 AM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Feb 12, 2020 7:00 PM (Minutes)



RESOLUTION NO. 2020-103

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

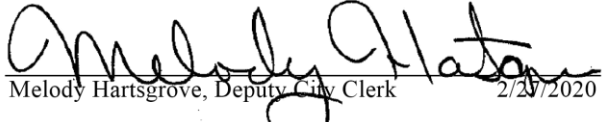
BE IT RESOLVED, that these vouchers payable totaling \$1,468,372.31

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

CURRENT VOUCHERS	\$ <u>1,468,372.31</u>
TOTAL VOUCHERS	\$ <u>1,468,372.31</u>

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-103 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrrove, Deputy City Clerk 2/27/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

February 20, 2020
08:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.1.a
Page No. 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: Y
Range: 9-First to 0-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/20 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT Department: ADMINISTRATION Extd: ADMINISTRATION						
0-01-20-100-000-202	ADMINISTRATION Office Supplies					
WBMASON W.B.MASON CO., INC.	20-00530 OFFICE SUPPLIES - PAPER			149.96	0.00	
	Extd Total: ADMINISTRATION			149.96		
	Department Total: ADMINISTRATION			149.96		
Department: MUNICIPAL CLERK Extd: MUNICIPAL CLERK						
0-01-20-120-000-201	MUNICIPAL CLERK General Plant					
LIFSTO LIFE STORAGE #448	20-00533 SPACE #11133 MARCH - MAY 2020			185.33	0.00	
0-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON W.B.MASON CO., INC.	20-00530 OFFICE SUPPLIES - PAPER			112.47	0.00	
0-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	20-00538 HELP WANTED AD CLERK 1 F/T			160.00	0.00	
0-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	20-00449 INVOICE #122801 FEBRUARY 2020			706.20	0.00	
	Extd Total: MUNICIPAL CLERK			1,164.00		
	Department Total: MUNICIPAL CLERK			1,164.00		
Department: FINANCIAL ADMINISTRATION Extd: FINANCIAL ADMINISTRATION						
0-01-20-130-000-201	FINANCE General Plant					
LIFSTO LIFE STORAGE #448	20-00533 SPACE #11133 MARCH - MAY 2020			185.34	0.00	
0-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI CRAFTMASTER PRINTING, INC.	20-00396 ESTIMATE #10962 ENVELOPES			891.00	0.00	
WBMASON W.B.MASON CO., INC.	20-00530 OFFICE SUPPLIES - PAPER			224.94	0.00	
				<u>1,115.94</u>		
0-01-20-130-000-212	FINANCE Dues,Subscript.					
GFOA G.F.O.A. OF NJ	20-00595 2020 MEMBERSHIP DUES FOR TRACY			90.00	0.00	
0-01-20-130-000-222	FINANCE Training					
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES	20-00381 Conference 3/4/20 JoAnn			75.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			1,466.28		
	Department Total: FINANCIAL ADMINISTRATION			1,466.28		

Attachment: Bill List 2-26-20 (2020-103 : Payment of Bills)

February 20, 2020
08:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTERIZED DATA PROCESSING Extd: COMPUTERIZED DATA PROCESSING						
0-01-20-140-000-218	COMPUTERIZED DATA PROC. General Plant					
SHIINT	SHI INTERNATIONAL CORP	20-00210	Q#18346612 Server wall Mount	32.46	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				32.46		
Department Total: COMPUTERIZED DATA PROCESSING				32.46		
Department: TAX REVENUE ADMINISTRATION Extd: TAX REVENUE ADMINISTRATION						
0-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	20-00340	MISC OFFICE SUPPLIES	186.49	0.00	
WBMASON	W.B.MASON CO., INC.	20-00530	OFFICE SUPPLIES - PAPER	74.98	0.00	
LIFSTO	LIFE STORAGE #448	20-00533	SPACE #11133 MARCH - MAY 2020	185.33	0.00	
				<u>446.80</u>		
Extd Total: TAX REVENUE ADMINISTRATION				446.80		
Department Total: TAX REVENUE ADMINISTRATION				446.80		
Department: DIRECTOR OF COMMUNICATIONS Extd: DIRECTOR OF COMMUNICATIONS						
0-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
JERACC	JERSEY ACCESS GROUP	20-00574	2020 Membership Dues	225.00	0.00	
ANTHO005	ANTHONY STEVERSON	20-00584	Payment 4 of 4	500.00	0.00	
				<u>725.00</u>		
Extd Total: DIRECTOR OF COMMUNICATIONS				725.00		
Department Total: DIRECTOR OF COMMUNICATIONS				725.00		
CAFR Total:				3,984.50		
Department: Planning Department Extd: Planning Department						
0-01-21-179-000-201	Planning Dept. General Plant					
NJFUT	NJ FUTURE	20-00522	NJ Future Redev. Conference	120.00	0.00	
Extd Total: Planning Department				120.00		
Department Total: Planning Department				120.00		
CAFR Total:				120.00		
Department: CODE ENFORCEMENT AND ADMIN. Extd: CODE ENFORCEMENT AND ADMIN.						
0-01-22-195-000-299	CODE ENFORCE Misc.					
WBMASON	W.B.MASON CO., INC.	20-00530	OFFICE SUPPLIES - PAPER	74.98	0.00	

Attachment: Bill List 2-26-20 (2020-103 : Payment of Bills)

February 20, 2020
08:04 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.1.a
Page No. 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-22-195-000-299	CODE ENFORCE Misc.		Continued			
VERIZON	VERIZON WIRELESS	20-00531	#342269861-00001 1/5 - 2/4/20	78.06	0.00	
				153.04		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			153.04		
	Department Total: CODE ENFORCEMENT AND ADMIN.			153.04		
Department:	CONSTRUCTION CODE OFFICIAL					
Extd:	CONSTRUCTION CODE OFFICIAL					
0-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
ICC	INTERNATIONAL CODE COUNCIL, INC	20-00252	QUOTE #0009719 FIRE CODE BOOK	136.00	0.00	
MUNCO005	MUNCO OF NEW JERSEY	20-00457	MUNCO 2020 membership	75.00	0.00	
VERIZON	VERIZON WIRELESS	20-00531	#342269861-00001 1/5 - 2/4/20	117.10	0.00	
				328.10		
	Extd Total: CONSTRUCTION CODE OFFICIAL			328.10		
	Department Total: CONSTRUCTION CODE OFFICIAL			328.10		
	CAFR Total:			481.14		
Department:	LIABILITY INSURANCE					
Extd:	LIABILITY INSURANCE					
0-01-23-210-000-209	LIABILITY INSURANCE Fees					
OTTINS	OTTERSTEDT INS. AGENCY, INC.	20-00495	2020 UST POLICY	2,625.00	0.00	
NJINT	NJ INTERGOVERNMENTAL INS. FUND	20-00559	1st half 2020 Liab. Ins. Prem	351,202.00	0.00	
PMACOM	PMA COMPANIES, INC.	20-00593	January 2020 Billing Statement	16,806.79	0.00	
				370,633.79		
	Extd Total: LIABILITY INSURANCE			370,633.79		
	Department Total: LIABILITY INSURANCE			370,633.79		
Department:	WORKER'S COMPENSATION					
Extd:	WORKER'S COMPENSATION					
0-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA COMPANIES, INC.	20-00593	January 2020 Billing Statement	105,071.76	0.00	
	Extd Total: WORKER'S COMPENSATION			105,071.76		
	Department Total: WORKER'S COMPENSATION			105,071.76		
	CAFR Total:			475,705.55		
Department:	POLICE DEPARTMENT					
Extd:	POLICE DEPARTMENT					
0-01-25-240-000-201	POLICE General Plant					
THEHAR	THE HARDWARE STORE	20-00185	#1363308 15 25/ Liquid Nails	16.34	0.00	
0-01-25-240-000-203	POLICE Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	20-00015	cable assembly Police car 40	31.48	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	20-00060	BLANKET PO FOR TIRES N.T.E	728.00	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00061	Blanket Car Repairs N.T.E.	1,321.81	0.00	B
SEAFOR	SEA BREEZE FORD INC.	20-00373	#Q000289167, Q000289141 Repair	264.94	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-240-000-203	POLICE Motor Vehicle		Continued			
RICAUT	RICH'S AUTO BODY	20-00540	INV #11439 SERVICE RENDERED	210.00	0.00	
				<u>2,556.23</u>		
0-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	20-00518	INVOICE #3466050220 FEB 2020	515.72	0.00	
SERWOR	SERVICE WORKS, INC.	20-00549	INV#58811 MAINTENANCE CONTRACT	847.08	0.00	
				<u>1,362.80</u>		
0-01-25-240-000-222	POLICE Training					
NJNEOA	N.J.N.E.O.A.	20-00464	Narcotic Enforcement Officers	50.00	0.00	
0-01-25-240-000-275	POLICE Traffic Maintenance					
ALLTRA	ALL TRAFFIC SOLUTIONS, INC	20-00386	#Q-47778 Renewal for Program	2,000.00	0.00	
	Extd Total: POLICE DEPARTMENT			5,985.37		
	Department Total: POLICE DEPARTMENT			5,985.37		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
EMEREP	EMERGENCY REPORTING	20-00189	2020 Fire/EMS Software	3,613.00	0.00	
0-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	20-00431	Order: S100365474-Comp Stand	259.29	0.00	
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00010	MISC ITEMS AS NEEDED - BLANKET	270.24	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	20-00200	Quote: 446449-8361 tires	657.90	0.00	
FISONS	FIS on Site Service LLC	20-00236	Quote: Q1134-8389 sensor	262.44	0.00	
NJ MVC	NJ MOTOR VEHICLE COMMISSION	20-00586	New Vehicle Registration	60.00	0.00	
				<u>1,250.58</u>		
0-01-25-265-000-214	FIRE DEPT. Building Maintenance					
GRAING	GRAINGER, INC.	20-00194	LED Lights-Variou FH	208.29	0.00	
0-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
AIRGAS	AIR GAS TECHNOLOGIES, INC.	20-00209	Service Contract-Compressors	2,798.00	0.00	
VERIZON	VERIZON WIRELESS	20-00531	#342269861-00001 1/5 - 2/4/20	19.53	0.00	
				<u>2,817.53</u>		
0-01-25-265-000-298	FIRE DEPT. Special Operations					
CRAPRI	CRAFTMASTER PRINTING, INC.	20-00456	Est:10966-Rope Inspection Card	86.00	0.00	
	Extd Total: FIRE DEPARTMENT			8,234.69		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd: FIRE HYDRANT						
0-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	20-00521 #	210026567043 12/24 - 1/24	16,514.00	0.00	
	Extd Total: FIRE HYDRANT			16,514.00		
	Department Total: FIRE DEPARTMENT			24,748.69		
	CAFR Total:			30,734.06		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
0-01-26-290-000-201	STREETS & ROAD	General Plant				
CRAPRI	CRAFTMASTER PRINTING, INC.	20-00208	Business Cards - R. Bianchini	45.00	0.00	
STASUP	STANDARD SUPPLY CO. INC.	20-00278	Various Supplies, Tools, etc	144.24	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-00280	Various Supplies, Tools, etc	277.97	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-00415	Various Sized Lumber - Stock	562.95	0.00	
GRAING	GRAINGER, INC.	20-00416	Organization Container/Drawer	143.08	0.00	
WILMCC	WILLIAM MCCLAVE	20-00523	PSI Svc Agreement & Disclaimer	25.00	0.00	
				1,198.24		
0-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-00283	Automotive Supplies & Tools	314.45	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	20-00286	Various Supplies and Tools	67.53	0.00	B
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC	20-00345	Automotive Parts - Truck 350	2,249.43	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	20-00429	Labor, Travel Time & Parts	1,531.24	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	20-00494	#905298 Ace & Oxy Cylinders	83.25	0.00	
				4,245.90		
0-01-26-290-000-211	STREETS & ROAD	Traffic				
SHEWIL	SHERWIN WILLIAMS	20-00486	Various Maintenance Supplies	486.23	0.00	
0-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
PRESPE	PREVENTION SPECIALISTS, INC.	20-00501	INVOICE #29262 TESTING 1/30/20	252.00	0.00	
VERIZON	VERIZON WIRELESS	20-00531	#342269861-00001 1/5 - 2/4/20	78.06	0.00	
OPTIMUM	OPTIMUM	20-00582	Account No. 07866-183188-01-1	31.24	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	20-00589	#29297 DOT Random Drug Test	68.00	0.00	
				429.30		
	Extd Total: STREETS & ROADS MAINTENANCE			6,359.67		
	Department Total: STREETS & ROADS MAINTENANCE			6,359.67		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	20-00211	#177296 Trash Tipping Fees	29,526.16	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-00250	#177089 Construction Debris	3,410.92	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-00277	Construction Debris Removal	3,170.20	0.00	B
DELDEM	DELISA DEMOLITION, INC.	20-00351	#178563 Construction Debris	2,465.74	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	20-00377	#AP01242020 Raw & Vac Leaves	232.50	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-00427	#178753 Trash Tipping Fees	27,595.60	0.00	

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0-01-26-305-000-209 RUBREC RUBBERCYCLE LLC	SOLID WASTE Fees	20-00466	Continued Various Tires, Delivered	70.00 66,471.12	0.00	
0-01-26-305-000-218 DELDEM DELISA DEMOLITION, INC.	SOLID WASTE Contract.Serv.	20-00212	#178447 Monthly Service - Feb	36,416.67	0.00	
Extd Total: SOLID WASTE COLLECTION				102,887.79		
Department Total: SOLID WASTE COLLECTION				102,887.79		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201 GRAING GRAINGER, INC.	BUILDING & GND General Plant	20-00273	Door Handle, Edge Guards, etc	447.98	0.00	
JAEUM JAEGER LUMBER & SUPPLY CO. INC		20-00378	Birch 72"x80" Double Door	227.38	0.00	
JAEUM JAEGER LUMBER & SUPPLY CO. INC		20-00379	4x8 5.2 MM Exterior Lauan Ply	85.50	0.00	
JAEUM JAEGER LUMBER & SUPPLY CO. INC		20-00380	Maple Plywood, White Pine, etc	320.93	0.00	
THEHAR THE HARDWARE STORE		20-00382	Various Supplies, Tools, etc	40.90	0.00	B
MOOGEN MOONEY GENERAL PAPER COMPANY		20-00432	Black 2640 Dolly for Brute	64.86	0.00	
DOGWA005 DOG WASTE DEPOT		20-00448	Doggie Stations & Waste Bags	1,319.86	0.00	
				2,507.41		
0-01-26-310-000-218 TERPES THE TERMINIX INTERNATIONAL CO	BUILDING & GND Contract.Serv.	20-00516	#393559403 Pest Control 1/28	135.00	0.00	
WARGEN WARSHAUER GENERATOR, LLC		20-00529	#57280 Monitoring Renewal	300.00	0.00	
				435.00		
Extd Total: BUILDINGS & GROUNDS				2,942.41		
Department Total: BUILDINGS & GROUNDS				2,942.41		
CAFR Total:				112,189.87		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201 CARSUR CARLTON SURGICAL SUPPLY	SOCIAL SERVICES General Plant	20-00321	PPE for Staff	138.75	0.00	
Extd Total: SOCIAL SERVICES:				138.75		
Department Total: SOCIAL SERVICES:				138.75		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
0-01-27-350-000-299 WBMASON W.B.MASON CO., INC.	SENIOR CENTER Misc.	20-00419	Remanufact HP BlackToners/pape	421.71	0.00	
Extd Total: SENIOR CENTER				421.71		
Department Total: SENIOR CENTER				421.71		
CAFR Total:				560.46		

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Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
0-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
NJAMER	N.J. AMERICAN WATER CO.	20-00519	# 220020578035 1/4/20 - 2/4/20	1,893.44	0.00	
NJAMER	N.J. AMERICAN WATER CO.	20-00588	#1018-210022681275 1/4 - 2/4	498.11	0.00	
				2,391.55		
Extd Total: LIGHT, HEAT & POWER				2,391.55		
Department Total: LIGHTING				2,391.55		
Department: TELEPHONE						
Extd: TELEPHONE						
0-01-31-440-000-299 TELEPHONE Misc.						
VERZON	VERIZON BUSINESS	20-00528	ACCT 152-069-551-0001-78	124.99	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	20-00535	INVOICE #302940-M FEB 2020	4,312.13	0.00	
				4,437.12		
Extd Total: TELEPHONE				4,437.12		
Department Total: TELEPHONE				4,437.12		
Department: GASOLINE						
Extd: GASOLINE						
0-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-00330	Unleaded RFG Fuel	3,658.59	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-00331	Ultra Low Sulfur Diesel Fuel	1,705.44	0.00	B
				5,364.03		
Extd Total: GASOLINE				5,364.03		
Department Total: GASOLINE				5,364.03		
CAFR Total:				12,192.70		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
0-01-43-490-000-202 MUNIC COURT Office Supplies						
WBMASON	W.B.MASON CO., INC.	20-00530	OFFICE SUPPLIES - PAPER	112.47	0.00	
Extd Total: MUNICIPAL COURT				112.47		
Department Total: MUNICIPAL COURT				112.47		
CAFR Total:				112.47		
Fund Total: CURRENT				636,080.75		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
0-05-55-502-000-201 BEACH UTILITY O/E: General Plant						
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-00333	Ground Contact & #1SYP Treated	1,990.80	0.00	
Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:				1,990.80		
Department Total: BEACH UTILITY O/E: OTHER EXPENSES:				1,990.80		
CAFR Total:				1,990.80		
Fund Total: BEACH				1,990.80		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
0-06-55-502-000-201 TRANSPORT.UTILITY O/E: General Plant						
LAGGLA	LAGER GLASS COMPANY, INC.	20-00009	FURNISH & INSTALL ONE DOOR AT	4,260.00	0.00	
ENVSYS	ENVIRONMENTAL SYSTEMS RESEARCH	20-00368	#25931307 ArcGIS Renewal 2020	400.00	0.00	
ASBPAK	ASBURY PARK PRESS	20-00394	RFQ WAYFINDING PROGRAM NTB	100.70	0.00	
OPTIMUM	OPTIMUM	20-00461	#07866-196915-01-3 1/15 - 2/14	128.05	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	20-00463	55 Gallon Oil-Parking Vehicles	650.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	20-00480	#CNIN991524 BW Copies Q4 2019	420.00	0.00	
				5,958.75		
Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:				5,958.75		
Department Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:				5,958.75		
CAFR Total:				5,958.75		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				5,958.75		
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
0-07-55-502-000-201 SEWER UTILITY O/E: General Plant						
THEHAR	THE HARDWARE STORE	20-00008	MISC ITEMS AS NEEDED - BLANKET	137.13	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	20-00306	Various Industrial Supplies	1,771.00	0.00	
MCMCAR	MCMMASTER-CARR SUPPLY CO.	20-00422	Various SS Nuts and Washers	209.78	0.00	
GRAING	GRAINGER, INC.	20-00423	Push Nut, Bolt Retention, Stl	133.52	0.00	
				2,251.43		
0-07-55-502-000-211 SEWER UTILITY O/E: Light & Power						
NJAMER	N.J. AMERICAN WATER CO.	20-00519	# 220020578035 1/4/20 - 2/4/20	5,630.86	0.00	
0-07-55-502-000-218 SEWER UTILITY O/E: Contract Services						
TREDEP	TREASURER-STATE NJ - NJDEP	20-00499	Settlement Agreement NEA190001	875.00	0.00	
0-07-55-502-000-230 SEWER UTILITY O/E: Hypochlorite						
JCIJO005	JCI JONES CHEMICALS, INC.	20-00260	#810851 Hypochlorite Solution	6,299.80	0.00	

Budget Account Vendor	Description P.O. Id P.O. Description	Amount	Void Amount	PO Type
0-07-55-502-000-231 AMERI005 AMERICAN AQUATIC TESTING, INC.	SEWER UTILITY O/E: Lab Supplies 20-00336 Acute Effluent Toxicity Test	1,150.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	16,207.09		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:	16,207.09		
	CAFR Total:	16,207.09		
	Fund Total: SEWER UTILITY: BUDGET:	16,207.09		
	Year Total:	660,237.39		
Fund: CURRENT Department: ADMINISTRATION Extd: ADMINISTRATION				
9-01-20-100-000-201 MAKME MR. HAPPY PARTY RENTALS	ADMINISTRATION General Plant 19-02367 Entertainment-back to school	3,488.00	0.00	
	Extd Total: ADMINISTRATION	3,488.00		
	Department Total: ADMINISTRATION	3,488.00		
Department: FINANCIAL ADMINISTRATION Extd: FINANCIAL ADMINISTRATION				
9-01-20-130-000-201 FPMAIL FP Mailing Solutions	FINANCE General Plant 20-00524 RI104255407 MAIL MACHINE	225.00	0.00	
9-01-20-130-000-204 ACAFGI ACACIA FINANCIAL GROUP, INC.	FINANCE Outside Services 20-00375 Finacial Advisory Services	2,808.48	0.00	
9-01-20-130-000-223 301SHO 301 SHOREVIEW CONDO. ASSOC.INC	FINANCE Condo Reimbursements 20-00239 2019 4th Q Condo Reimb.	1,012.05	0.00	
	Extd Total: FINANCIAL ADMINISTRATION	4,045.53		
	Department Total: FINANCIAL ADMINISTRATION	4,045.53		
Department: TAX ASSESSOR Extd: TAX ASSESSOR				
9-01-20-150-000-202 KINTINC KINTECH, INC.	TAX ASSESSOR Office Supplies 19-03542 Nov Mailing Kintinc-FAQ & Lett	209.89	0.00	
9-01-20-150-000-252 CIVSOL CIVIL SOLUTIONS:A DIV. OF	TAX ASSESSOR Maps 19-03901 2019 Tax Map Maint	2,250.00	0.00	
	Extd Total: TAX ASSESSOR	2,459.89		
	Department Total: TAX ASSESSOR	2,459.89		
	CAFR Total:	9,993.42		
Department: PLANNING BOARD Extd: PLANNING BOARD				
9-01-21-180-000-201 JACSER JACK A. SERPICO	PLANNING BOARD General Plant 20-00505 PB/ZB Invoices 12/2019	587.50	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-21-180-000-201	PLANNING BOARD General Plant		Continued			
JACSER JACK A. SERPICO		20-00508	SERPICO PB/ZB INV.10-11/2019	1,512.50	0.00	
				<u>2,100.00</u>		
	Extd Total: PLANNING BOARD			2,100.00		
	Department Total: PLANNING BOARD			2,100.00		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
9-01-21-185-000-209	ZONING BOARD Fees					
JACSER JACK A. SERPICO		20-00505	PB/ZB Invoices 12/2019	1,075.00	0.00	
JACSER JACK A. SERPICO		20-00508	SERPICO PB/ZB INV.10-11/2019	400.00	0.00	
				<u>1,475.00</u>		
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,475.00		
	Department Total: ZONING BOARD OF ADJUSTMENT			1,475.00		
	CAFR Total:			3,575.00		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
9-01-25-240-000-201	POLICE General Plant					
AMEUNI AMERICAN UNIFORM & SUPPLY		19-02778	#68400RS (60) White Dress	240.00	0.00	
AMEUNI AMERICAN UNIFORM & SUPPLY		19-03412	#69299RS (2) Badges LT	197.00	0.00	
LANASO LANIGAN ASSOCIATES, INC.		19-03767	(5) Peerless Chain Handcuffs	142.50	0.00	
				<u>579.50</u>		
9-01-25-240-000-203	POLICE Motor Vehicle					
SEAFOR SEA BREEZE FORD INC.		19-03260	Reprogram PCM Car 48	110.00	0.00	
9-01-25-240-000-207	POLICE Clothing Allowance					
AMEUNI AMERICAN UNIFORM & SUPPLY		19-02801	#68496RS (30) Badges	2,060.00	0.00	
	Extd Total: POLICE DEPARTMENT			2,749.50		
	Department Total: POLICE DEPARTMENT			2,749.50		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
9-01-25-265-000-201	FIRE DEPT. General Plant					
JAEUM JAEGER LUMBER & SUPPLY CO. INC		19-03875	INV #1093411 replenish rescue	290.62	0.00	
9-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
SEAGRA SEAGRAVE NEW JERSEY		19-01362	Steering Box For Tower Ladder	1,553.29	0.00	
FISONS FIS on Site Service LLC		19-03623	Quote: Q1110-Engine Gauges	1,005.96	0.00	
				<u>2,559.25</u>		
9-01-25-265-000-214	FIRE DEPT. Building Maintenance					
MONINT MONMOUTH INTERNET CORPORATION		19-03622	Firehouse Paging/Audio Hardwar	5,778.80	0.00	
9-01-25-265-000-222	FIRE DEPT. Training					
MINCLE MINERVA CLEANERS		19-03985	Blanket PO not to exceed	598.40	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
9-01-25-265-000-229	FIRE DEPT. Medical Sup.					
COMSAF	COMMUNITY SAFETY CONSULTANTS	19-03469	Inv #10-9-2019	384.00	0.00	
VERALP	V.E. RALPH & SON, INC.	20-00452	Inv 386837 Suction unit	497.80	0.00	
				<u>881.80</u>		
	Extd Total: FIRE DEPARTMENT			10,108.87		
	Department Total: FIRE DEPARTMENT			10,108.87		
	CAFR Total:			12,858.37		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
9-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	19-00426	Quote for NAC Compressor	61.99	0.00	
FOSCOM	FOSTER & COMPANY, INC.	19-03475	Automotive Items for Garage	660.13	0.00	
				<u>722.12</u>		
9-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
AHHOFF	A.H. HOFFMANN, LLC	19-00012	UST COMPLIANCE INSPECTION &	3,080.00	0.00	
LERDIS	LERTECH DISPOSAL COMPANY	19-01228	Supply & Deliver Top Soil	2,584.76	0.00	B
				<u>5,664.76</u>		
	Extd Total: STREETS & ROADS MAINTENANCE			6,386.88		
	Department Total: STREETS & ROADS MAINTENANCE			6,386.88		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
9-01-26-310-000-201	BUILDING & GND General Plant					
GRAING	GRAINGER, INC.	19-03433	Electromechanical Timer #6X769	103.57	0.00	
9-01-26-310-000-218	BUILDING & GND Contract.Serv.					
TERPES	THE TERMINIX INTERNATIONAL CO	19-02704	Wasps Removal Service	350.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			453.57		
	Department Total: BUILDINGS & GROUNDS			453.57		
	CAFR Total:			6,840.45		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
9-01-27-350-000-299	SENIOR CENTER Misc.					
FRASCA	FRANTASTIC YOGA	19-03219	Yoga 4th Quarter	120.00	0.00	B
	Extd Total: SENIOR CENTER			120.00		
	Department Total: SENIOR CENTER			120.00		
	CAFR Total:			120.00		
	Fund Total: CURRENT			33,387.24		

Attachment: Bill List 2-26-20 (2020-103 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING UTILITY: BUDGET:						
Department: PARKING UTILITY O/E: OTHER EXPENSES:						
Extd: PARKING UTILITY O/E: OTHER EXPENSES:						
9-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
STRMOT STRAUB MOTORS, INC.	19-02969 #Q3561 Brakes for GEM Car			237.56	0.00	
IPSGRO IPS GROUP, INC.	20-00362 #47549 Monthly DMS Dec 2019			6,696.00	0.00	
PARKM005 PARKMOBILE USA, LLC	20-00363 #INV15546 Trans Fee Dec 2019			1,362.00	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE	20-00459 #CNIN991525 Color Copy Q4 2019			139.86	0.00	
				8,435.42		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			8,435.42		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			8,435.42		
	CAFR Total:			8,435.42		
	Fund Total: PARKING UTILITY: BUDGET:			8,435.42		
Fund: SEWER UTILITY: BUDGET:						
Department: SEWER UTILITY O/E: OTHER EXPENSES:						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
9-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
ERAINC ENVIRONMENTAL RESOURCE ASSOC.	20-00504 #895137 Freight & Handling			74.36	0.00	
9-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
AHHOFF A.H. HOFFMANN, LLC	19-00013 UST COMPLIANCE INSPECTION &			2,400.00	0.00	
AMERI005 AMERICAN AQUATIC TESTING, INC.	19-02743 Acute whole Effluent Toxicity			1,150.00	0.00	B
				3,550.00		
9-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL PASSAIC VALLEY SEWERAGE COM.	20-00500 Finance Charge on Inv #517073			35.80	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			3,660.16		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			3,660.16		
	CAFR Total:			3,660.16		
	Fund Total: SEWER UTILITY: BUDGET:			3,660.16		
	Year Total:			45,482.82		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT						
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
ACAFGI ACACIA FINANCIAL GROUP, INC.	20-00374 2019 Ban Sale Costs			83.54	0.00	
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			83.54		
Extd: 2016-40/Var.Communications System Imp.						
C-04-55-998-168-002	2016-40/Section 20 Costs					
ACAFGI ACACIA FINANCIAL GROUP, INC.	20-00374 2019 Ban Sale Costs			245.72	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			245.72		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	491.41	0.00	
	Extd Total: Ord. 2017-2 Various Capital Improvements			491.41		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	589.69	0.00	
	Extd Total: Various Road Improv. 2017-30			589.69		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-017	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	1,140.08	0.00	
	Extd Total: Ord. 2018-4 Var. Capital Improvements			1,140.08		
C-04-55-998-173-01	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	417.70	0.00	
	Extd Total:			417.70		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-001	Section 20 Soft Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	936.02	0.00	
C-04-55-998-177-008	Fire Truck					
SEAGR005	SEAGRAVE FIRE APPARATUS, LLC	19-02086	SEAGRAVE CUSTOM PUMPER	647,236.00	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			648,172.02		
	Department Total:			651,140.16		
	CAFR Total:			651,140.16		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			651,140.16		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	393.13	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			393.13		
	Department Total:			393.13		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2018-7 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	147.42	0.00	
	Extd Total:		Ord. 2018-7 Sewer Utility Improvements	147.42		
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	122.85	0.00	
	Extd Total:		Ord. 2018-5 Various Sewer Improv.	122.85		
Extd:	Ord. 2018-49 Var. Sewer Utility Impr.					
C-08-55-528-020-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	63.88	0.00	
ASBPAK	ASBURY PARK PRESS	20-00532	BID BOILER REPLACEMENT	56.60	0.00	
				120.48		
	Extd Total:		Ord. 2018-49 Var. Sewer Utility Impr.	120.48		
	Department Total:			390.75		
	CAFR Total:			783.88		
	Fund Total:		SEWER CAPITAL FUND BUDGET:	783.88		
Fund:	PARKING CAPITAL					
Department:	Ord. 2017-28 Var.Trans.Utility Improve.					
Extd:	Ord. 2017-28 Var.Trans.Utility Improve.					
C-09-17-901-000-901	Section 21 Soft Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	122.85	0.00	
	Extd Total:		Ord. 2017-28 Var.Trans.Utility Improve.	122.85		
	Department Total:		Ord. 2017-28 Var.Trans.Utility Improve.	122.85		
	CAFR Total:			122.85		
	Fund Total:		PARKING CAPITAL	122.85		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	20-00374	2019 Ban Sale Costs	245.71	0.00	
	Extd Total:		Ord. 2019-42 Beach Utility Improv.	245.71		
	Department Total:			245.71		
	CAFR Total:			245.71		
	Fund Total:		BEACH CAPITAL FUND BUDGET:	245.71		
	Year Total:			652,292.60		

Attachment: Bill List 2-26-20 (2020-103 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GRANT FUND BUDGET:						
G-02-43-871-015-201	Waterfront Redevelopers (Police) - 2015					
INSPSY	INSTITUTE FOR FORENSIC	20-00440	#13945 Phychological Eval for	3,150.00	0.00	
INSPSY	INSTITUTE FOR FORENSIC	20-00483	#13959 phychological Eval.for	<u>1,800.00</u>	0.00	
				4,950.00		
	Extd Total:			4,950.00		
G-02-43-871-016-211	Clean Communities 2016					
MAXR	MAX.R	19-03788	QUOTE # 00031417 Trash Cans	6,150.47	0.00	
	Extd Total:			6,150.47		
	Department Total:			11,100.47		
G-02-43-881-017-200	Clean Communities					
MAXR	MAX.R	19-03788	QUOTE # 00031417 Trash Cans	30,903.83	0.00	
	Extd Total:			30,903.83		
	Department Total:			30,903.83		
Department: CAP. IMP. FUND						
G-02-43-901-018-200	Clean Communities Grant 2018					
MAXR	MAX.R	19-03788	QUOTE # 00031417 Trash Cans	2,666.10	0.00	
	Extd Total:			2,666.10		
	Department Total: CAP. IMP. FUND			2,666.10		
	CAFR Total:			44,670.40		
	Fund Total: GRANT FUND BUDGET:			44,670.40		
	Year Total:			44,670.40		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	20-00509	January 2020 Dog License Rept.	276.60	0.00	
	Extd Total:			276.60		
	Department Total:			276.60		
	CAFR Total:			276.60		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			276.60		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2018 CDBG Allotment						
T-17-75-850-850-004	Community Events					
MAKME	MR. HAPPY PARTY RENTALS	19-03919	tents for tree lighting	425.00	0.00	
	Extd Total: 2018 CDBG Allotment			425.00		
	Department Total:			425.00		
	CAFR Total:			425.00		

Attachment: Bill List 2-26-20 (2020-103 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2019 CDBG Allotment					
T-17-76-850-850-001	2019 Administration					
MONMO005	MONMOUTH COUNTY HALL OF RECORD	20-00354	Monmouth County CDBG Services	29,100.65	0.00	
T-17-76-850-850-007	2019 Community Events					
ORITRA	ORIENTAL TRADING CO., INC.	20-00441	Supplies for Easter	304.17	0.00	
PURES005	PURE SHOTS STUDIO	20-00477	Photographer for Black History	400.00	0.00	
PERTRO	PERRY'S TROPHY COMPANY, INC.	20-00587	plaques for luncheon	505.80	0.00	
				1,209.97		
	Extd Total: 2019 CDBG Allotment			30,310.62		
	Department Total:			30,310.62		
	CAFR Total:			30,310.62		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			30,735.62		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-381-000-299	1101 OCEAN(INSPECTION FEE)(ISTAR,INC.)					
INSENG	INSITE ENGINEERING, LLC	20-00312	Insite PB/ZB outstand.invoices	674.64	0.00	
	Extd Total:			674.64		
	Department Total:			674.64		
T-21-00-419-000-299	1105 MAIN ST-INSPECTION FEE(DOLLAR TREE)					
INSENG	INSITE ENGINEERING, LLC	20-00525	Insite Invoice 21798	737.50	0.00	
	Extd Total:			737.50		
	Department Total:			737.50		
T-21-00-441-000-299	1201 MONROE/1500 SEWALL(BOYS&GIRLS CLUB)					
INSENG	INSITE ENGINEERING, LLC	20-00312	Insite PB/ZB outstand.invoices	2,971.34	0.00	
	Extd Total:			2,971.34		
	Department Total:			2,971.34		
T-21-00-447-000-299	545 LAKE-INSPECTION(545 LAKE AVE,LLC)					
INSENG	INSITE ENGINEERING, LLC	20-00312	Insite PB/ZB outstand.invoices	4,543.49	0.00	
	Extd Total:			4,543.49		
	Department Total:			4,543.49		
T-21-00-452-000-299	1000 GRAND AVE(VALLARIO PROPERTIES, LLC)					
JACSER	JACK A. SERPICO	20-00508	SERPICO PB/ZB INV.10-11/2019	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-463-000-299	1706-1708 4TH AVE(LUTZ ENTERPRISES, LLC)					
INSENG	INSITE ENGINEERING, LLC	20-00454	Insite PB/ZB outstanding inv.	750.00	0.00	
	Extd Total:			750.00		
	Department Total:			750.00		
T-21-00-465-000-299	1112-1114 MAIN STREET(RBAR AP, LLC)					
INSENG	INSITE ENGINEERING, LLC	20-00312	Insite PB/ZB outstand.invoices	2,728.18	0.00	
JACSER	JACK A. SERPICO	20-00455	Serpico outstanding invoice	412.50	0.00	
				<u>3,140.68</u>		
	Extd Total:			3,140.68		
	Department Total:			3,140.68		
T-21-00-466-000-299	215 1ST AVE(REGIONAL DEVELOPMENT GROUP)					
INSENG	INSITE ENGINEERING, LLC	20-00454	Insite PB/ZB outstanding inv.	1,650.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	20-00475	CCH PB/ZB outstanding Invoices	6,699.70	0.00	
JACSER	JACK A. SERPICO	20-00505	PB/ZB Invoices 12/2019	262.50	0.00	
				<u>8,612.20</u>		
	Extd Total:			8,612.20		
	Department Total:			8,612.20		
T-21-00-469-000-299	637 LAKE AVE(JEMAL'S NAT.GRD.ARMORY,LLC)					
CLACAN	CLARKE CATON HINTZ PC	20-00475	CCH PB/ZB outstanding Invoices	224.25	0.00	
	Extd Total:			224.25		
	Department Total:			224.25		
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
JACSER	JACK A. SERPICO	20-00505	PB/ZB Invoices 12/2019	337.50	0.00	
	Extd Total:			337.50		
	Department Total: PERS			337.50		
T-21-00-477-000-299	300 6TH AVENUE (300 6TH AVENUE,LLC)					
JACSER	JACK A. SERPICO	20-00508	SERPICO PB/ZB INV.10-11/2019	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)					
CLACAN	CLARKE CATON HINTZ PC	20-00475	CCH PB/ZB outstanding Invoices	3,855.48	0.00	
	Extd Total:			3,855.48		
	Department Total:			3,855.48		

February 20, 2020
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.1.a
Page No. 10

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-482-000-299 INSENG	1201 MONROE(INSPECTION)(K&M CONTRACTING) INSITE ENGINEERING, LLC	20-00312	Insite PB/ZB outstand.invoices	850.30	0.00	
	Extd Total:			850.30		
	Department Total:			850.30		
T-21-00-485-000-299 JACSER	1200 MONROE AVENUE(BOYS&GIRLS CLUB) JACK A. SERPICO	20-00508	SERPICO PB/ZB INV.10-11/2019	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		
Department: MUNIC COURT						
T-21-00-490-000-299 JACSER	1601 ASBURY(JERSEY SHORE COMMUNITY CTR.) JACK A. SERPICO	20-00505	PB/ZB Invoices 12/2019	512.50	0.00	
	Extd Total:			512.50		
	Department Total: MUNIC COURT			512.50		
T-21-00-492-000-299 JACSER	1121 ASBURY AVE(1121 ASBURY PARK RC,LLC) JACK A. SERPICO	20-00505	PB/ZB Invoices 12/2019	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-493-000-299 JACSER	1511 PARK AVENUE(JAMES CONDOS) JACK A. SERPICO	20-00505	PB/ZB Invoices 12/2019	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			28,559.88		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			28,559.88		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-824 JACSER	1112-1114 MAIN STREET (RBAR AP, LLC) JACK A. SERPICO	20-00505	PB/ZB Invoices 12/2019	37.50	0.00	
	Extd Total:			37.50		
	Department Total:			37.50		
	CAFR Total:			37.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			37.50		
	Year Total:			59,609.60		
Total Charged Lines: 326 Total List Amount: 1,462,292.81 Total Void Amount:				0.00		

Attachment: Bill List 2-26-20 (2020-103 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	636,080.75	0.00	0.00	636,080.75
BEACH	0-05	1,990.80	0.00	0.00	1,990.80
TRANSPORTATION UTILITY: BUDGET:	0-06	5,958.75	0.00	0.00	5,958.75
SEWER UTILITY: BUDGET:	0-07	16,207.09	0.00	0.00	16,207.09
Year Total:		660,237.39	0.00	0.00	660,237.39
CURRENT	9-01	33,387.24	0.00	0.00	33,387.24
PARKING UTILITY: BUDGET:	9-06	8,435.42	0.00	0.00	8,435.42
SEWER UTILITY: BUDGET:	9-07	3,660.16	0.00	0.00	3,660.16
Year Total:		45,482.82	0.00	0.00	45,482.82
GENERAL CAPITAL FUND BUDGET:	C-04	651,140.16	0.00	0.00	651,140.16
SEWER CAPITAL FUND BUDGET:	C-08	783.88	0.00	0.00	783.88
PARKING CAPITAL	C-09	122.85	0.00	0.00	122.85
BEACH CAPITAL FUND BUDGET:	C-10	245.71	0.00	0.00	245.71
Year Total:		652,292.60	0.00	0.00	652,292.60
GRANT FUND BUDGET:	G-02	44,670.40	0.00	0.00	44,670.40
ANIMAL CONTROL FUND BUDGET:	T-12	276.60	0.00	0.00	276.60
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	30,735.62	0.00	0.00	30,735.62
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	28,559.88	0.00	0.00	28,559.88
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	37.50	0.00	0.00	37.50
Year Total:		59,609.60	0.00	0.00	59,609.60
Total of All Funds:		1,462,292.81	0.00	0.00	1,462,292.81

Attachment: Bill List 2-26-20 (2020-103 : Payment of Bills)

Februry 26, 2020 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 1,462,292.81
Enjoy your Party	1,714.50
At the Table	4,130.00
DMV	60.00
Terminex	175.00
	\$ 1,468,372.31



RESOLUTION NO. 2020-104

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

RESOLUTION IDENTIFYING OF MENU ITEMS AS PER THE SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL LLC, AND ASBURY PARTNERS

WHEREAS, Section 4.01(I) of the Subsequent Developer Agreement (SDA) between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners authorizes funding for the City for Menu Items; and

WHEREAS, as per the SDA the City shall pass a Resolution to identify Menu Items; and

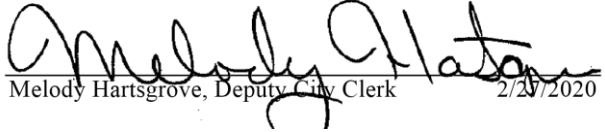
WHEREAS, the City of Asbury Park hereby identifies the Menu Items and their approximate amounts as follows:

- Purchase of handicap sand chairs and beach access mats for \$10,000.
- Purchase or reimbursement for two litter scooters for \$60,000.
- \$12,000 for lavatory operations.
- \$18,000 for wifi fees.

WHEREAS, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-104 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 27th DAY OF February, 2020.


Melody Hartsgrove, Deputy City Clerk 2/27/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-105

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

RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRICITY

WHEREAS, the City of Asbury Park has determined to move forward with the EMEX Reverse Auction in order procure electricity for the City owned property and street lights; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) (the “Act”) authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, the City of Asbury Park utilized the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and

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

WHEREAS, the auction has been conducted pursuant to the Act on July 24, 2019 for street lighting; and

WHEREAS, the City received a low bid from Free Point Energy Solutions; and

WHEREAS, the contract lengths shall be for two years commencing on March 2020; and

WHEREAS, the winning bids will result in an approximate savings, depending on energy usage of \$48,249.55 annually; and

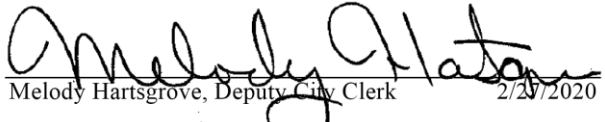
WHEREAS, the City Manager is hereby authorized to sign any and all paperwork associated with the energy auction.

WHEREAS, the contract shall be publicly available for inspection upon all signatures being obtained.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorized to the execution of a contract for electricity proffered by Free Point Energy Solutions in the EMEX Reverse Auction.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-105 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.


Melody Hartsgrove, Deputy City Clerk 2/26/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

CONTRACT SUMMARY
New Jersey – Electricity Supply Agreement - Commercial Customers

Customer Name & Address	City Of Asbury Park
Utility Account Number	08039098830006422849 If you signed up more than one account, see the Facility Attachment.
Third Party Supplier (TPS) Information By entering into this contract you are agreeing to purchase your electric supply from this supplier.	Freepoint Energy Solutions LLC BPU License No. ESL-0197 2 University Plaza Drive, Hackensack, NJ 07601 www.freepointsolutions.com Customer Service Toll Free Number: 1-800-982-1670 Customer Service Email: CustomerRelations@freepointsolutions.com Freepoint Energy Solutions LLC is responsible for your electricity supply.
Price Structure	Fixed rate during the Initial Term of the contract, then variable. Fixed rates do not fluctuate to reflect market conditions. Variable rates may fluctuate each month to reflect market conditions. Weather may influence market conditions.
Generation/Supply Price	\$0.08240/kWh during the Initial Term.
Statement Regarding Savings	The price may be higher or lower than the Utility's price to compare. Therefore, savings are not guaranteed.
Amount of time required to change from TPS back to default service or to another TPS	After termination or cancellation of the contract, your electric supply services will be transferred to the Utility's default service or another TPS on the next applicable meter read date as determined by your Utility.
Incentives	There are no incentives associated with this contract.
Right to Cancel/Rescind	There is no rescission period for a commercial customer.
Contract Start Date	Deliveries of electricity will start on the first meter read date during or after 3/1/2020. If you signed up more than one account, please refer to the date in the Facility Attachment.
Contract Term/Length	The Initial Term will end on the meter read date during or immediately following 3/1/2022, depending on your Utility's meter reading schedule. If you signed up more than one account, please refer to the date in the Facility Attachment.
Cancellation/Early Termination Fees	Yes. The Early Termination Fee ("ETF") is calculated as the value of any remaining volumes of electricity that would have been delivered during the Initial Term of the contract (based on the difference between market prices and the contract price) and the costs incurred to terminate any related hedge or trading positions. There is no ETF if the contract is terminated after the end of the Initial Term. Please see Section 9 of the Agreement for details.
Renewal Terms	We will send you a renewal notice at least 30 days prior to the expiration of the Initial Term. The notice will explain your options. If you do not renew, we will continue to serve you on a month-to-month term at a variable price.
Distribution Company Information	Your Utility will continue to deliver the electricity and you will continue to pay the Utility for this service. In case of an electrical emergency or a power outage, you should immediately contact your Utility: ACE : 1:800-833-7476; PSE&G : 1-800-436-7734; JCP&L : 1-888-544-4877
Spanish Language	To receive this Contract Summary in Spanish, please call our customer service at the number provided above. <i>Para recibir este resumen del contrato en español, llame a nuestro servicio al cliente al número provisto arriba.</i>

Attachment: Pricing Analysis Summary of Reverse Auction 2.26.20 (2020-105 : Resolution authorizing the purchase of electricity)



ELECTRICITY SUPPLY AGREEMENT

This coversheet (the "Coversheet") together with the Terms and Conditions, the Facility Attachment, the Contract Summary (if required by the applicable Law) and any addenda hereto constitute the Electricity Supply Agreement (collectively, this "Agreement") entered into by and between Freepoint Energy Solutions LLC ("Seller") and the customer party identified below ("Customer"), effective as of the date this Agreement is executed by Seller.

Customer Information:

Customer Name: City Of Asbury Park (Required)	DBA (if applicable):
Customer Contact:	
Name: (Required)	Title: (Required)
Phone: (Required)	Email: (Required)
Fax:	
Address for Notices:	
Street: (Required)	City: (Required)
State: (Required)	Zip: (Required)

Electricity Supply Selection:

Pricing: ☒ Fixed	Price: \$0.08240/kWh	Cost Components Included in the Price (check if included):			
		☒ Energy	☒ Capacity	☒ Transmission	☒ Ancillary Services
		☒ Renewables			
Broker: EMEX LLC					

Customer shall provide Seller with financial and other information as Seller may request to satisfy applicable know-your-customer rules and to complete its credit review and other contracting processes. Seller reserves the right to not enter into this Agreement in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller's credit approval criteria. Seller may use the contact information provided above to contact Customer including by e-mail, automatically dialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier and take whatever actions are required to switch all relevant electric accounts to Seller. The undersigned represents that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, and (iii) Customer is in agreement and will comply with all terms and conditions of this Agreement.

Voluntary RECs Product. In addition to the Cost Components that are listed above, the Price includes the costs of Voluntary RECs that Customer agrees to purchase from Seller in an amount equal to 25% of Customer's Energy Consumption for each calendar year or part of a calendar year during the Initial Term (the "Voluntary RECs Product"). In connection with the Voluntary RECs Product, Seller will, either directly or indirectly, through an affiliate, purchase or retire Voluntary RECs on behalf of Customer. Seller may take up to three (3) months after the end of a calendar year to purchase or retire the Voluntary RECs needed to fulfill the Voluntary RECs Product. Customers who purchase Voluntary RECs will not have electricity from a specific generation facility delivered directly to their electricity account(s), but by purchasing Voluntary RECs they will support renewable energy generators that provide electricity to the North American power grid. Seller warrants that the Voluntary RECs purchased hereunder have not otherwise been sold by Seller or used to satisfy any renewable energy, greenhouse gas or other emissions or other environmental attribute obligation elsewhere under any standard, marketplace or jurisdiction. Seller specifically disclaims any representation with respect to the "green", "environmental friendly" or "carbon free" nature of the electricity or generation sources associated with the RECs purchased hereunder. As used herein, the following capitalized terms have the following meaning: (i) "Energy Consumption" means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period; (ii) "REC" or "Renewable Energy Credit" means a certificate issued by the applicable REC Tracking System representing the environmental attributes associated with one (1) megawatt hour of electricity generated from a renewable source, such as solar, wind, geothermal, biomass, biogas or low impact hydro, located in North America; and (iii) "REC Tracking System" means the generation information system, generation attribute tracking system or other system that records generation from renewable energy facilities in any particular geographical region meeting certain requirements of the tracking system and issues tradable instruments associated with that generation.

This Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

CUSTOMER: City Of Asbury Park

Signature: _____ Date: _____
 Name: _____
 Title: _____

FREEPOINT ENERGY SOLUTIONS LLC

Signature: _____ Date: _____
 Name: _____
 Title: _____

Quote No.: 150528-4



ELECTRICITY SUPPLY AGREEMENT Facility Attachment

This Facility Attachment supplements and forms a part of this Agreement.

Customer Name: City Of Asbury Park

Facilities									
	Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	NSPL	Tax Exempt %***
1	JCPL	08010657050005785089	BANGS AVE & MEMORIAL DRIVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.37	0.33	
2	JCPL	08019364830000524568	1 MUNICIPAL PLZ, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	52.57	45.20	
3	JCPL	08019364830006528533	MONROE & GRAND AVE COR MONROE AND GRAND AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.54	0.47	
4	JCPL	08019437890000479852	905 MONROE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.37	0.29	
5	JCPL	08019437890000524385	800 MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	24.40	20.43	
6	JCPL	08019437890006436389	800 MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.34	1.30	
7	JCPL	08019437890007541111	800 MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	3.75	4.27	
8	JCPL	08019572680000437253	SUNSET AVE AND COMSTOCK ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.47	0.41	
9	JCPL	08019572680000437721	PINE ST & 3RD AVE TRAFFIC LIGHT, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.46	0.40	
10	JCPL	08019572680000437728	3RD AVE & RAILROAD AVE TRAFFIC LIGHT, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.23	0.21	
11	JCPL	08019572680000438070	3RD AVE AND RIDGE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.24	0.22	
12	JCPL	08019572680000479343	LANGFORD & ASBURY AVE TRAFFIC LIGHT, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.04	0.74	
13	JCPL	08019572680000479396	PROSPECT & ASBURY AVE TRAFFIC LIGHT, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.59	0.51	
14	JCPL	08019572680000479544	ASBURY AVE AND RIDGE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.55	1.15	
15	JCPL	08019572680000479699	ASBURY AVE AND PINE ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.91	0.77	
16	JCPL	08019572680000479718	ASBURY AVE AND PROSPECT AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.01	0.89	
17	JCPL	08019572680000479722	ASBURY AVE & COMSTOCK ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.97	1.74	
18	JCPL	08019572680000480123	BANGS AVE AND PROSPECT AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.47	0.39	
19	JCPL	08019572680000480211	PROSPECT AVE AND CHURCH ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.48	0.41	
20	JCPL	08019572680000480236	RIDGE AVE AND MONROE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.65	0.57	
21	JCPL	08019572680000480633	BANGS AVE AND RIDGE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.49	1.33	
22	JCPL	08019572680000522740	RIDGE & SPRINGWOOD AVE TRAFFIC LIGHT, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.51	0.44	



23	JCPL	08019572680000523123	SPRINGWOOD AVE, ASBURY PARK, NJ 07712	03/24/2020	03/24/2022	Utility Consolidated - Bill Ready	1.97	1.74	
24	JCPL	08019572680000523286	ATKINS AVE AND LAKE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.46	0.47	
25	JCPL	08019572680000523580	ASBURY AVE AND GRAND AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.45	1.32	
26	JCPL	08019572680000523722	SUMMERFIELD AVE & BOND, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.01	0.01	
27	JCPL	08019572680000524259	LAKE AVE AND MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.19	0.16	
28	JCPL	08019572680000524260	BOND ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.07	0.06	
29	JCPL	08019572680000524277	BOND ST AND COOKMAN AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.74	0.65	
30	JCPL	08019572680000524293	MAIN ST AND COOKMAN AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.15	0.14	
31	JCPL	08019572680000524313	MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.25	0.22	
32	JCPL	08019572680000524352	MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.28	0.25	
33	JCPL	08019572680000524370	MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.29	0.25	
34	JCPL	08019572680000524374	MAIN ST AND MONROE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.16	0.14	
35	JCPL	08019572680000524384	ASBURY AVE AND MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.27	0.23	
36	JCPL	08019572680000524466	MAIN ST & 3RD AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.97	1.74	
37	JCPL	08019572680000524565	1 MUNICIPAL PLZ, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	197.24	179.99	
38	JCPL	08019572680000524795	COOKMAN AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.97	1.74	
39	JCPL	08019572680000524829	EMORY ST AND COOKMAN AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.28	1.03	
40	JCPL	08019572680000524835	LAKE AVE AND PRESS PLAZA, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.91	0.83	
41	JCPL	08019572680000566617	7TH AVE AND PARK AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.30	0.26	
42	JCPL	08019572680000566655	GRAND AVE & 7TH AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.48	0.40	
43	JCPL	08019572680000566697	MAIN ST & DEAL LAKE DR TRAFFIC LIGHT, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.16	0.16	
44	JCPL	08019572680000567247	MAIN ST & 5TH AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.97	1.74	
45	JCPL	08019572680000567265	SUNSET AVE AND GRAND AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.53	0.50	
46	JCPL	08019572680000567322	154JC 6TH & MAIN AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.25	0.22	
47	JCPL	08019572680000567632	4TH AVE AND GRAND AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.20	0.17	
48	JCPL	08019572680000568095	1701 BOARDWALK SEWER STATIONX ST: KINGSLEY & 8TH, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	440.53	391.15	
49	JCPL	08019572680000568155	KINGSLEY ST AND SUNSET ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.97	1.74	
50	JCPL	08019572680000568218	5TH AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	3.23	2.64	
51	JCPL	08019572680000910025	5TH AVE SUNSET PARKMETER IN GREY BOX, ASBURY PARK, NJ	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.22	1.05	

Attachment: Pricing Analysis Summary of Reverse Auction 2.26.20 (2020-105 : Resolution authorizing the purchase of electricity)

52	JCPL	08019572680003065421	9 MAIN ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	34.48	29.15	
53	JCPL	08019572680003110896	1301 MAIN ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.01	0.01	
54	JCPL	08019572680005785085	ASBURY AVE & MEMORIAL DRIVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.98	0.78	
55	JCPL	08019572680005785087	LAKE AVE AND MEMORIAL DRIVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.52	0.43	
56	JCPL	08019572680006284921	5TH AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	5.27	4.51	
57	JCPL	08019572680006284922	GRAND AVE & SUNSET AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.72	0.56	
58	JCPL	08019572680006348755	THE BOULEVARDXST-LAKE AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.04	0.04	
59	JCPL	08019572680006383826	305 ATKINS AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.62	0.62	
60	JCPL	08019572680006446742	GRAND & COOKMAN AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.25	0.21	
61	JCPL	08019572680006446745	0 KINGSLEY AVE XST 3RD AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.35	0.31	
62	JCPL	08019572680006544989	BANGS AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	12.52	10.43	
63	JCPL	08019572680006544991	RIDGE AVE, ASBURY PARK, NJ 07712	03/24/2020	03/24/2022	Utility Consolidated - Bill Ready	12.52	10.43	
64	JCPL	08019572680006544992	RIDGE AVE, ASBURY PARK, NJ 07712	03/24/2020	03/24/2022	Utility Consolidated - Bill Ready	12.52	10.43	
65	JCPL	08019572680006544993	DEWITT AVE, ASBURY PARK, NJ 07712	03/24/2020	03/24/2022	Utility Consolidated - Bill Ready	12.52	10.43	
66	JCPL	08019572680006544995	MAIN ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	12.52	10.43	
67	JCPL	08019572680006544996	MAIN ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	12.52	10.43	
68	JCPL	08019572680006544997	0 ATKINS AVE, ASBURY PARK, NJ 07712	03/24/2020	03/24/2022	Utility Consolidated - Bill Ready	12.52	10.43	
69	JCPL	08019572680006544998	RIDGE AVE, ASBURY PARK, NJ 07712	03/24/2020	03/24/2022	Utility Consolidated - Bill Ready	12.52	10.43	
70	JCPL	08019572680006544999	JC71APK BANGS AVE/JC71APK, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	12.52	10.43	
71	JCPL	08019572680006554198	1201 SPRINGWOOD AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	21.87	18.57	
72	JCPL	08019572680006554204	1201 SPRINGWOOD AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	6.90	5.15	
73	JCPL	08019572680006559260	PROSPECT AVE BASKETBALL COURT LIGHTING, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	5.49	2.30	
74	JCPL	08019572680007339965	DEAL LAKE D218665A50887 BEACH PARKING LOT LIGHTS, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.40	0.34	
75	JCPL	08019572680007357137	MONROE AVE & PROSPECT AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.97	1.74	
76	JCPL	08019572680007357138	3RD AVE & MEMORIAL AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.97	1.74	
77	JCPL	08019572680007373471	JC90APKU47 MONROE AVE & LANGFORD ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	12.52	10.43	
78	JCPL	08019572680007382177	UNION AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.81	1.90	
79	JCPL	08019572680007433083	0 5TH AVEWELL PUMP, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.01	0.01	
80	JCPL	08019572680007462210	JC1129APK ATKINS AVE & BOSTON WAYANTENNA, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	12.52	10.43	

Month	Summary Forecasted Volume (kWh)
3/2020	60,550.49
4/2020	261,388.96
5/2020	286,433.61
6/2020	314,312.27
7/2020	361,925.18
8/2020	317,065.88
9/2020	305,876.71
10/2020	285,950.78
11/2020	285,064.82

Forecasted Volume

***Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

City: State: Zip:

Dual Billing Address: Street: City: State: Zip:

☐ Summary Billing - one invoice for all Facilities sent to the Dual Billing Address.

☐ Account-Level Billing - each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address is provided below.

Account Level Billing.

**For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use

The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the

81	JCPL	08019572680007462297	JC1103APK MATTISON AVE & DEWITT CAMERA, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	12.52	10.43	
82	JCPL	08019572680007465793	COOKMAN & GRAND AVEKENNEDY PARK JC1024APK, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.01	0.01	
83	JCPL	08019572680007473641	601 5TH AVE/OFFICE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.28	0.24	
84	JCPL	08019572680007515197	ATKINS AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.55	0.47	
85	JCPL	08019572680007544533	0 GRAND AVE & 5TH AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	3.75	4.27	
86	JCPL	08039098830006422847	7TH AND KINGSLEY, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.40	0.31	
87	JCPL	08039098830006422849	6TH AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	6.50	6.47	
88	JCPL	08039098830006422850	3RD AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.01	0.80	
89	JCPL	08039098830006422854	1ST AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.22	1.00	
90	JCPL	08039098830006422855	2ND AVE & OCEAN AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	1.08	0.87	
91	JCPL	08039098830006422857	KINGSLEY ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	0.49	0.39	
92	JCPL	08039098830006422858	4TH AVE, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	2.18	1.92	
93	JCPL	08039098830006458515	5TH AVE & KINGSLEY ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	6.65	5.36	
94	JCPL	08039098830006468378	HECK ST, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	12.59	10.78	
95	JCPL	08039098830006468769	KINGSLEY ST, ASBURY PARK, NJ 07712	03/26/2020	03/28/2022	Utility Consolidated - Bill Ready	4.14	3.36	
96	JCPL	08039098830006487122	COOKMAN AVE & HECK AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.33	0.33	
97	JCPL	08039098830007363056	JC1264APK SYLVAN AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.66	1.36	
98	JCPL	08039098830007363057	JC1262APK SYLVAN AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.58	1.24	
99	JCPL	08039098830007363058	JC1280APK DEWITT AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.23	1.01	
100	JCPL	08039098830007363059	JC1283APK DEWITT AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	1.22	1.02	
101	JCPL	08039098830007443200	0 SUNSET AVE, ASBURY PARK, NJ 07712	03/25/2020	03/25/2022	Utility Consolidated - Bill Ready	0.61	0.52	



12/2020	352,657.38
1/2021	253,554.85
2/2021	291,281.10
3/2021	301,333.44
4/2021	261,444.56
5/2021	286,504.69
6/2021	314,335.63
7/2021	360,165.35
8/2021	319,659.73
9/2021	305,757.56
10/2021	281,994.17
11/2021	289,297.46
12/2021	355,987.05
1/2022	255,717.22
2/2022	291,280.57
3/2022	249,549.32
Total	7,249,088.80

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

CUSTOMER: City Of Asbury Park

Signature: _____ Date: _____

Name: _____

Title: _____

FREEPOINT ENERGY SOLUTIONS LLC

Signature: _____ Date: _____

Name: _____

Title: _____

Quote No.: 150528-4

Attachment: Pricing Analysis Summary of Reverse Auction 2.26.20 (2020-105 : Resolution authorizing the purchase of electricity)



ELECTRICITY SUPPLY AGREEMENT Terms and Conditions

1. **Overview.** These Terms and Conditions supplement and form a part of the Agreement between Seller and Customer. Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility. Title and risk of loss to electricity shall pass from Seller to Customer at the relevant Delivery Point(s). Seller will arrange for the delivery of electricity by the relevant Utility to each Facility. Customer hereby authorizes Seller to obtain all required account and usage information for the Facilities from the relevant Utility. As a condition precedent to Seller entering into this Agreement, Customer shall satisfy Seller's contracting, credit, and applicable know-your-customer/anti-money laundering requirements.
2. **Term.** Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant Utility confirming to Seller that it has completed all required enrollment processes and (ii) if enrollment processes are completed by a Utility after the Estimated Start Date, the Service Start Date will occur as soon as practicable after the enrollment processes are completed by the Utility, without Seller incurring any liability for such delayed start. The initial term of this Agreement will run from the Service Start Date through the Service End Date (the "Initial Term"), unless earlier terminated as provided herein. At the end of the Initial Term, the term of this Agreement shall automatically continue on a month-to-month basis at market based pricing as per Section 3 below, unless and until terminated by either party upon providing the other party with 30 days' prior Notice.
3. **Customer Charges.** For each billing cycle during the term, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated as being included in the applicable Price for such Facility, (iii) all applicable Taxes (except for any Taxes that are expressly included in the Price) and (iv) any costs and charges assessed pursuant to Sections 6 or 7 hereof (collectively, the "Seller Charges"). After the expiration of the Initial Term, the Price per kWh will be market-based as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin, and may change monthly without prior notice to Customer. The Price does not include the costs of distribution and other services provided by the relevant Utility (the "Utility Charges").
4. **Billing and Payment.** With respect to each Facility, Customer may receive one consolidated bill from the relevant Utility each bill cycle for both the Utility Charges and the Seller Charges (the "Utility Consolidated Billing" or "UCB") and the bill will be sent to the billing address on file with the Utility. In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the Utility in accordance with the Utility's payment terms. Alternatively, if the Utility does not provide consolidated billing, Customer will, each bill cycle, receive one bill from the Utility for the Utility Charges (payable to the Utility) and a second bill from Seller for the Seller Charges (payable to Seller) (the "Dual Billing"). In such case, Customer agrees to remit payment of all amounts reflected on Seller's invoice directly to Seller no later than 20 (twenty) days from the date of billing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. All invoices will include amounts for applicable Taxes. Depending on the bill format, charges assessed pursuant to Sections 6 or 7 hereof may appear on Buyer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable. Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "Interest Rate"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments. Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller. Seller will include or cause to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions. If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of this Agreement.
5. **Taxes.** Customer shall pay all applicable Taxes associated with sales under, and/or performance of, this Agreement. The Price does not include gross receipts Tax or applicable state and local sales Tax, unless otherwise expressly set forth herein. Seller may collect Taxes from Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant Utility. Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.
6. **Change in Usage.** Customer shall provide Seller with timely Notice of any change in the attributes or use of any Facility (including any event) that is likely to result in a load change of 25% or more (the "Load Change Percentage") as compared to the Forecasted Volume. Examples of such changes may include equipment outages, shutdowns or replacements, on-site generation, openings or closings, and/or changes in operating hours. Customer shall be responsible for payment of any additional costs and/or charges incurred by Seller resulting from such change including additional ISO or Utility charges (collectively, "Additional Charges").
7. **Regulatory Change.** If there is a Regulatory Change which causes Seller to incur new or modified fees, costs or charges ("Regulatory Charges"), Seller reserves the right to pass through the Regulatory Charges to Customer without markup. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section

may impact any or all of the charges described in this Agreement, whether described as "fixed," "variable," "included," "passed through" or otherwise.

8. **Early Termination.** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to (i) designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all Transactions (each, a "**Terminated Transaction**"), (ii) withhold any payments due to Customer and/or (iii) suspend performance of its obligations under this Agreement. Seller shall give prior Notice to Customer if required by the applicable Law. In addition to the other remedies specified herein, upon the occurrence of an Event of Default with respect to Customer, Seller shall be permitted to switch Customer to receive Default Service at each Facility. Seller's sales of electricity supply to Customer at each Facility shall be treated as separate transactions (each, a "**Transaction**") under this Agreement. Subject to Seller's rights and remedies hereunder (including Section 9 below), Customer may terminate this Agreement by giving 30-day prior Notice to Seller (unless a different notice period is required by the applicable Law) and shall pay any amounts owed hereunder in connection with such termination and for the electricity supplied up to the effective date of termination.
9. **Termination Payment Calculation.** On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and shall calculate and aggregate the Termination Payment for all Terminated Transactions. The Parties agree that a Terminated Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Terminated Transactions, the effective termination date will be whichever occurs last (the "**Effective Termination Date**"). In determining the Termination Payment, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or any other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Terminated Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials. Customer shall pay the Termination Payment to Seller within three (3) Business Days of Customer's receipt of Notice of the amount thereof from Seller and shall include interest accrued at the Interest Rate from the Early Termination Date until paid, provided that Seller may set off the amount of any Collateral provided by Customer and held by it under this Agreement against the amount of the Termination Payment. Irrespective of whether a Termination Payment is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Termination Date. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and stipulates that the payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).
10. **Credit.** If, at any time during the term of this Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under this Agreement, or (b) Seller has reasonable grounds for insecurity with respect to Customer or Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under this Agreement. Customer hereby grants to Seller, as security for the payment and performance of Customer's obligations under this Agreement, a first priority continuing lien and security interest in and to any Collateral (and proceeds and products thereof) that Customer has or may deliver to Seller. When making a request for Collateral, Seller shall comply with its license requirements (if applicable) and any other deposit requirements established by the Commission. Any Collateral provided by Customer will be held in accordance with the applicable Law.
11. **Limitation of Liability; Disclaimer of Warranties; Indemnity.** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER. TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAW, BUYER HEREBY WAIVES ITS RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS PERTAINING TO RETAIL ELECTRICITY SUPPLY, INCLUDING RIGHTS RELATED TO CONTRACT RESCISSION, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, SPANISH LANGUAGE, RECORD KEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.
12. **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement are governed by the internal Law of the state where each Facility is located without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
13. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Seller's prior written consent which shall not be unreasonably withheld. Seller may assign this Agreement and its rights and obligations hereunder upon Notice to Customer. Any



- assignee hereof shall be subject to all the provisions and conditions of this Agreement as applicable to its assignor to the same extent as though such assignee were an original Party to this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
14. **Force Majeure.** Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any obligation under this Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more where Customer is the declaring Party, then Seller may terminate this Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to Customer. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided hereunder at a greater price, and the ability of Customer to purchase the products and services provided hereunder for a lower price, than the price specified herein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.
 15. **Representations.** Each Party represents and warrants to the other Party that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) it has the power and authority to sign and perform this Agreement and, with respect to Customer only, to bind each Facility to the terms and conditions of this Agreement; (iii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iv) it intends to be legally bound by this Agreement and has caused the Agreement to be executed by its duly authorized officer or representative as of the date shown on the Coversheet; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement; and (vii) all information provide by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Agreement, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with this Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Agreement or any addenda hereto; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; and (f) it is entering this Agreement as principal and not as agent for any other party.
 16. **Confidentiality.** Customer agrees to keep all terms and provisions of this Agreement, and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the Utility information that includes its account name, account number, billing address, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data) and peak electricity demand. Seller may disclose any account, customer or contract-related information to the Utility, a third party energy consultant, broker or third party service provider who has provided services to Seller in connection with this Agreement, Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or as required by Law or judicial process.
 17. **Notices.** The Parties will send all notices relating to this Agreement in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that Seller may communicate or inquire about operational decisions by telephone. The Notices shall be delivered, with respect to Customer, to the address specified on the Coversheet. Customer agrees to inform Seller if any of the contact information provided on the Coversheet changes. The Notices shall be delivered, with respect to Seller, as follows:

Freepoint Energy Solutions LLC
 3050 Post Oak Blvd, Suite 1330
 Houston, TX 77056
 Attention: Freepoint Retail Operations
 Our website: www.freepointsolutions.com
 Email: customerrelations@Freepointsolutions.com

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

18. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement. Sections 5, 9, 11, 12, 13, 16 and 18 hereof and all provisions in this Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same Agreement. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized



representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with this Agreement may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party (including for amounts owed to any such third party that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under this Agreement. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. No waiver by Seller of any breach of this Agreement by Customer is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in this Agreement, the term "including" means "including without limitation." Any fee, charge, Cost Component or cost that is expressed in \$ per MWh may be converted to \$ per kWh for purposes of billing or any other calculation made hereunder. Customer acknowledges that Seller and its Affiliates are in the business of buying and selling electricity and related products within the various markets for their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in this Agreement restricts Seller or any of its Affiliates from participating in activities that may affect market prices. Subject to Customer's right to dispute invoices, Customer will not (a) withhold payment for any reason; (b) resell any portion of the electricity purchased from Seller to any third party or (c) own or use any on-site generation or thermal or battery storage capabilities at any Facility during the term hereof. This Agreement and all sales of electricity hereunder form a single integrated agreement between the Parties.

19. **Acknowledgements.** Each Party agrees, understands and acknowledges that: (a) this Agreement is a "forward contract" and a "master netting agreement" as defined in the United States Bankruptcy Code (the "Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (c) Seller is not a "utility" as defined in the Code; (d) commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Customer's Utility; and (e) Customer's Utility, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.
20. **Conversion Option.** At any time during the Initial Term (but not more frequently than once during any six-month period), Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the "Conversion Option"). Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to this Agreement or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties' respective rights and obligations will remain governed by and subject to the terms and conditions of this Agreement.
21. **Special Provisions for Facilities located in New Jersey.** Seller is licensed as an electric power supplier by the Commission under license no. ESL-0197. The name and energy service for which the Customer is solicited is shown on the Coversheet. The Customer's Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Switching to an electric power supplier is not mandatory and Customer has the option to remain with the Utility for basic generation service. Nothing contained in this Agreement will constitute a waiver of any rights Customer has under New Jersey or Federal consumer protection laws. Notwithstanding any other provision of this Agreement, the Price includes the New Jersey sales and use tax in effect as of the effective date of this Agreement and may be subject to change if there is a Regulatory Change as described in Section 7 hereof. If the Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the index has occurred, then Seller will use a commercially reasonable replacement price that is calculated by the Seller. If Seller incurs any Additional Charges in connection with a load change of any Facility, the Additional Charges will be equal to the applicable LMP multiplied by any hourly load change beyond +/- the Load Change Percentage of the applicable Facility's Forecasted Volume, plus any additional ISO or Utility charges. Seller makes no representations about guaranteed savings and does not offer budget billing. Customer represents and warrants to Seller that it is not a residential customer. Without limitation to Seller's rights in Sections 8 and 9 of this Agreement, if an Event of Default occurs and is continuing, Supplier may terminate the Agreement upon 30-days' Notice to Customer of such termination. If Customer fails to cure the Event of Default within the 30-day notice period, Seller may terminate the Agreement even if Customer subsequently cured the Event of Default after such period has expired. In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service as follows:

Freepoint Energy Solutions LLC

Our website: www.freepointsolutions.com

Customer Service Toll Free Number: 1-800-982-1670

Customer Service Fax Number: 1-713-583-9087

Customer Service Hours: Business Days from 8:00 AM to 5:00 PM central time

Customer Service Email: CustomerRelations@freepointsolutions.com

If your complaint is not resolved after you have called Seller and/or your Utility, Customer may contact the Commission for further assistance at 1-800-624-0241 (toll free), or at 44 S. Clinton Avenue, Trenton, NJ 08625, or online at <http://www.bpu.state.nj.us/bpu/about/contact/>. The Utility



is responsible for the distribution charges shown on each bill, as well as any emergencies and electric outages. In an electrical emergency or a power outage, Customer should immediately contact the relevant Utility:

Atlantic City Electric ("ACE"): 1-800-833-7476

Jersey Central Power & Light ("JCPL") 1-888-544-4877

PSE&G: 1-800-436-7734

As used in this Agreement, the following terms have the meanings set forth below:

"Commission" means the New Jersey Board of Public Utilities.

"Protected Class Customer" means a commercial electric customer with a cumulative peak load of 50 kilowatts or less.

"Utility" means the electric distribution company which is a public utility (as defined in N.J.S.A 48:2-13) that transmits and distributes electricity to end users in New Jersey.

22. **Definitions.** As used in this Agreement, the following terms have the stated meanings, provided that capitalized terms in this Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Agreement (all definitions apply to singular and plural forms):
- a. **"Administrative Fee"** means a fee charged by Seller for the electricity supply provided under this Agreement.
 - b. **"Ancillary Services"** means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.
 - c. **"Bankrupt"** means with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
 - d. **"Business Day"** means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.
 - e. **"Capacity"** means the unforced capacity obligations as specified in the PJM Reliability Assurance Agreement.
 - f. **"Claim"** means all claims, demands, suits or actions of every name and nature, threatened or filed before or after this Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, that directly or indirectly relate to the subject matter of an indemnity contained in this Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
 - g. **"Collateral"** means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party's obligations under this Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
 - h. **"Commodity Charges"** means a portion of Customer's electricity bill for each Facility which shall be equal to Customer's Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified in any addenda hereto.
 - i. **"Contract Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
 - j. **"Costs"** means, and shall include (at the election of Seller but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by Seller as a result of Seller's maintaining and/or terminating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and any out-of-pocket expenses incurred by it, including attorneys' fees and expenses, by reason of the enforcement and protection of its rights under this Agreement or any Terminated Transaction.
 - k. **"Cost Component"** means the relevant electricity supply costs stated on the Coversheet or any addenda hereto which may be included in the Price as indicated on the Coversheet or any addenda hereto.
 - l. **"Default Service"** means default electric energy service as required by Law to be provided by the relevant Utility for any Facility.
 - m. **"Delivery Point"** means the load zone associated with each Facility.
 - n. **"Early Termination Amount"** means, with respect to a Terminated Transaction, the positive value (if any) resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Termination Date.
 - o. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP.
 - p. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller, plus the applicable line losses.
 - q. **"Estimated Start Date"** means the date specified on the Facility Attachment.
 - r. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under this Agreement or a Party becomes Bankrupt; (b) any representation or warranty made by a Party in this Agreement proves to be false or misleading when made or repeated; (c) a Party fails to perform its obligations hereunder and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of receiving the other Party's Notice thereof; or (d) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in this Agreement (including having one or more Facilities disconnected from utility service by any Utility); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral in accordance with Section 10 within two (2) Business Days of receiving Seller's written demand therefor; or (D) a Transfer Event occurs with respect to Customer.
 - s. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to this Agreement as set forth on the Coversheet or any Facility Attachment.
 - t. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: (a) an event of Force Majeure



affecting any relevant Utility or ISO; (b) a suspension, curtailment, or service interruption by the Utility or ISO or (c) a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks, or propagation of malicious code affecting the claiming Party, the Utility or the ISO.

- u. **"Forecasted Volume"** means the Customer's expected kWh electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda hereto or as reasonably determined by Seller based on historical usage information.
- v. **"ISO"** means the applicable independent system operator.
- w. **"Law"** means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- x. **"LMP"** means the real time locational marginal price for the Facility's applicable load zone, which is published by PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- y. **"Market Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to Seller (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).
- z. **"NSPL"** means the Facility's Network Service Peak Load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- aa. **"Party" or "Parties"** means Seller and/or Customer, individually or together, as the case may be.
- bb. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.
- cc. **"PLC"** means the Facility's Peak Load Contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- dd. **"Price"** means, during the Initial Term, the unit price specified on the Coversheet or any addenda hereto, and after expiration of the Initial Term, the market based price determined by Seller in accordance with Section 3 hereof.
- ee. **"Regulatory Change"** means the introduction of any new, or any change in, Law, rates, charges, Capacity obligations, PLC or NSPL determinants, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other renewable energy requirements, Utility or ISO/RTO operations, market structure, congestion zone design, Utility tariffs and/or ISO/RTO rules or protocols.
- ff. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Terminated Transaction during the remaining term of this Agreement had the Agreement not been terminated, as reasonably determined by Seller.
- gg. **"Renewables"** means the mix of renewable energy sources required by Law (to meet renewable portfolio, renewable electricity and similar standards or requirements) in the state and other jurisdictions in which each Facility is located.
- hh. **"Service End Date"** means, with respect to each Facility, the meter read date occurring during the month specified on the Facility Attachment or if a meter read date is not scheduled by the Utility during such month, the meter read date occurring immediately thereafter.
- ii. **"Service Start Date"** means, with respect to each Facility, the date when the applicable Utility has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- jj. **"Taxes"** means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including gross receipts, sales, consumption, or commercial activity tax.
- kk. **"Termination Payment"** means, with respect to a Terminated Transaction, (i) the Early Termination Amount (if any) plus (ii) all of Seller's Costs.
- ll. **"Transfer Event"** means, with respect to Customer: (A) Customer merges or otherwise consolidates with another entity and the creditworthiness of the merged or consolidated entity (as reasonably determined by Seller) is either (i) inferior to Customer's or (ii) equal to or greater than Customer's but such entity fails to assume in writing all of Customer's obligations under this Agreement; (B) a majority of the direct or indirect ownership interests in Customer is sold, transferred or assigned and such new owner seeks to terminate or repudiate Agreement other than in accordance with the terms hereof; or (C) Customer sells all or substantially all of its assets to another person.
- mm. **"TPV"** means a Seller approved and third party verified recording.
- nn. **"Transmission"** means network transmission service and enhancement defined in the applicable ISO Open Access Transmission Tariff.

PREPARED EXCLUSIVELY FOR:

City Of Asbury Park (25% Green - FIXED PRICE - ALL METERS)

Fixed Rate Analysis



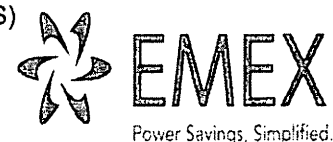
EMEX

Energy Savings, Simplified.

www.EnergyMarketExchange.com

EMEX Custom Pricing Analysis - Pricing Summary

Prepared For: City Of Asbury Park (25% Green - FIXED PRICE - ALL METERS)
 Analysis Date: Wednesday, Feb 26, 2020
 Start Month: Mar 2020
 Account Size (kWh): 3,651,829
 Utility Name: JCP&L



Reverse Auction Results Analysis

Your Current Supplier and Benchmark Price to Compare (PTC)						
Supplier Name	Quote Term (Months)	Energy Supply Price (\$/kWh)	Quote Type	Est. Supply Pass-Through Cost	Supply-Related Taxes	Est. Annual Supply Cost
JCP&L	12	\$0.09561	Utility Tariff	N/a	Included	\$349,160.01
Top Energy Supply Quotes Obtained by EMEX						
Supplier Name	Quote Term (Months)	Energy Supply Price (\$/kWh)	Quote Type	Est. Supply Pass-Through Cost	Supply-Related Taxes	Est. Annual Supply Cost
Aggressive Energy	12	\$0.08353	Fixed, All-In	N/a	Included	\$305,037.03
Aggressive Energy	18	\$0.08290	Fixed, All-In	N/a	Included	\$302,736.38
Aggressive Energy	24	\$0.08398	Fixed, All-In	N/a	Included	\$306,680.35
Constellation Energy	12	\$0.08382	Fixed, All-In	N/a	Included	\$306,096.06
Constellation Energy	18	\$0.08250	Fixed, All-In	N/a	Included	\$301,275.65
Constellation Energy	24	\$0.08350	Fixed, All-In	N/a	Included	\$304,927.47
Freepoint Energy Solutions	12	\$0.08235	Fixed, All-In	N/a	Included	\$300,727.87
Freepoint Energy Solutions	18	\$0.08140	Fixed, All-In	N/a	Included	\$297,258.64
Freepoint Energy Solutions	24	\$0.08240	Fixed, All-In	N/a	Included	\$300,910.46
Hudson Energy	12	\$0.08210	Fixed, All-In	N/a	Included	\$299,814.91
Hudson Energy	18	\$0.08110	Fixed, All-In	N/a	Included	\$296,163.09
Hudson Energy	24	\$0.08250	Fixed, All-In	N/a	Included	\$301,275.65
MP2 Energy	12	\$0.08285	Fixed, All-In	N/a	Included	\$302,553.78
MP2 Energy	18	\$0.08288	Fixed, All-In	N/a	Included	\$302,663.34
MP2 Energy	24	\$0.08411	Fixed, All-In	N/a	Included	\$307,155.08
Marathon Energy	12	\$0.08380	Fixed, All-In	N/a	Included	\$306,023.02
Marathon Energy	18	\$0.08280	Fixed, All-In	N/a	Included	\$302,371.19
MidAmerican Energy Services	24	\$0.08793	Fixed, All-In	N/a	Included	\$321,105.06
Estimated Annual Savings				\$48,249.55	13.82%	
Estimated Savings Over Contract Term				\$96,499.10		

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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Attachment: Freepoint Energy Solutions Agreement (2020-105 : Resolution authorizing the purchase of electricity)

EMEX Custom Pricing Analysis - Pricing Addendum

Energy Usage Summary

Billing Month	Energy Usage
January	229,438
February	318,966
March	295,912
April	263,147
May	290,480
June	301,803
July	364,592
August	317,951
September	309,975
October	291,852
November	295,029
December	372,684
Total For All Months	3,651,829

Pricing Component Summary

Standard Supply Cost Items Included in Quote Type*:
Wholesale Energy
Capacity (Installed Capacity, Reliability Pricing Model)
Network Integrated Transmission (NITS)
ISO/RTO Ancillaries and Administrative Charges
Line Losses
Volumetric Swing (Value varies by supplier)
Renewable Portfolio Standard (RPS) Charges
Items NOT Included in Quote Type*:
Utility Transmission & Distribution Charges
All State & Local Taxes (Other than SUT/GRT if stated in Pricing Summary)

* Please consult with your EMEX Sales Associate for a complete list of items included in the quoted Supply Rate identified in the Pricing Summary.

Energy Account(s) Summary

No.	Account Number	Annual Usage	Rate Class	Service Address
1	See Attached Addendum			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
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25				

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

EMEX Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
1	Main ST. and 3rd Ave.	Asbury Park	NJ	08019572680000524466
2	Main ST. and Bangs Ave	Asbury Park	NJ	08019572680000524565
3	Cookman Ave	Asbury Park	NJ	08019572680000524795
4	Emory ST and Cookman Ave	Asbury Park	NJ	08019572680000524829
5	Lake Ave and Press Plaza	Asbury Park	NJ	08019572680000524835
6	77th Ave and Park Ave	Asbury Park	NJ	08019572680000566617
7	Grand Ave and 7th Ave	Asbury Park	NJ	08019572680000566655
8	Main St and Deal Lake	Asbury Park	NJ	08019572680000566697
9	Main St. and 5th Ave	Asbury Park	NJ	08019572680000567247
10	Sunset Ave and Grand Ave	Asbury Park	NJ	08019572680000567265
11	154 JC 6th and Main Ave.	Asbury Park	NJ	08019572680000567322
12	4th Ave. and Grand Ave.;	Asbury Park	NJ	08019572680000567632
13	Kingsley St. and Sunset St.	Asbury Park	NJ	08019572680000568155
14	5th Ave	Asbury Park	NJ	08019572680000568218
15	Main St. and 2nd Ave	Asbury Park	NJ	08019572680000904632
16	5th Ave Sunset Park	Asbury Park	NJ	08019572680000910025
17	Main St Blk 106	Asbury Park	NJ	08019572680003065421
18	1301 Main St.	Asbury Park	NJ	08019572680003110896
19	Asbury Ave and Memorial Drive	Asbury Park	NJ	08019572680005785085
20	Lake Ave and Memorial Drive	Asbury Park	NJ	08019572680005785087
21	New Grande Ave Bridge	Asbury Park	NJ	08019572680006284921
22	Grand Ave and Sunset Ave.	Asbury Park	NJ	08019572680006284922
23	The Boulevard	Asbury Park	NJ	08019572680006348755
24	305 Atkins Ave	Asbury Park	NJ	08019572680006383826
25	Grand and Cookman Ave.	Asbury Park	NJ	08019572680006446742
26	O Kingsley Ave.	Asbury Park	NJ	08019572680006446745
27	Bangs Ave.	Asbury Park	NJ	08019572680006544989
28	Ridge Ave	Asbury Park	NJ	08019572680006544991
29	Ridge Ave	Asbury Park	NJ	08019572680006544992
30	Dewitt Ave	Asbury Park	NJ	08019572680006544993
31	Main St.	Asbury Park	NJ	08019572680006544995
32	Main ST.	Asbury Park	NJ	08019572680006544996
33	O Atkins Ave	Asbury Park	NJ	08019572680006544997
34	Ridge Ave	Asbury Park	NJ	08019572680006544998
35	JC71APK Bangs Ave	Asbury Park	NJ	08019572680006544999
36	1201 Springwood Ave	Asbury Park	NJ	08019572680006554198
37	Prospect Ave,	Asbury Park	NJ	08019572680006559260
38	Sunset Ave and Comstock St.	Asbury Park	NJ	08019572680000437253
39	Pine St. and 3rd Ave	Asbury Park	NJ	08019572680000437721
40	3rd Ave and Railroad Ave	Asbury Park	NJ	08019572680000437728
41	3rd Ave and Ridge Ave,	Asbury Park	NJ	08019572680000438070
42	Langford and Asbury Ave	Asbury Park	NJ	08019572680000479343
43	Prospect and Asbury Aves	Asbury Park	NJ	08019572680000479396
44	Asbury Ave and Ridge Road	Asbury Park	NJ	08019572680000479544
45	ASbury Ave and Pine St.	Asbury Park	NJ	08019572680000479699

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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Attachment: Freeport Energy Solutions Agreement (2020-105 : Resolution authorizing the purchase of electricity)

EMEX Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
46	Asbury Ave and Prospect Ave		NJ	08019572680000479718
47	Asbury Ave. and Comstock St.	Asbury Park	NJ	08019572680000479722
48	Bangs Ave and Prospect Ave	Asbury Park	NJ	08019572680000480123
49	Prospect Ave and Church St.	Asbury Park	NJ	08019572680000480211
50	Ridge Ave and Monroe Ave	Asbury Park	NJ	08019572680000480236
51	Bangs Ave and Ridge Ave	Asbury Park	NJ	08019572680000480633
52	Ridge and Springwood Ave	Asbury Park	NJ	08019572680000522740
53	Springwood Ave	Asbury Park	NJ	08019572680000523123
54	Atkins Ave and Lake Ave	Asbury Park	NJ	08019572680000523286
55	Asbury Ave and Grand Ave.	Asbury Park	NJ	08019572680000523580
56	Summerfield Ave and Bond	Asbury Park	NJ	08019572680000523722
57	Lake Ave and Main ST.	Asbury Park	NJ	08019572680000524259
58	Bond St.	Asbury Park	NJ	08019572680000524260
59	Bond St. and Cookman Ave.	Asbury Park	NJ	08019572680000524277
60	Main ST. and Cookman Ave	Asbury Park	NJ	08019572680000524293
61	Main St.	Asbury Park	NJ	08019572680000524313
62	Main St.	Asbury Park	NJ	08019572680000524352
63	Main St.	Asbury Park	NJ	08019572680000524370
64	Main St. and Monroe Ave	Asbury Park	NJ	08019572680000524374
65	Asbury Ave and Main ST.	Asbury Park	NJ	08019572680000524384
66	Main St. and 1st Ave	Asbury Park	NJ	08019572680000524397
67	7th and Kinglsey	Asbury Park	NJ	08039098830006422847
68	6th Ave.	Asbury Park	NJ	08039098830006422849
69	3rd Ave	Asbury Park	NJ	08039098830006422850
70	1st Ave	Asbury Park	NJ	08039098830006422854
71	2nd and Ocean Ave.	Asbury Park	NJ	08039098830006422855
72	Kinglsey St.	Asbury Park	NJ	08039098830006422857
73	4th Ave.	Asbury Park	NJ	08039098830006422858
74	5th Ave and Kingsley St.	Asbury Park	NJ	08039098830006458515
75	Heck St.	Asbury Park	NJ	08039098830006468378
76	Kingsley St.	Asbury Park	NJ	08039098830006468769
77	Cookman Ave and Heck Ave	Asbury Park	NJ	08039098830006487122
78	JC 1103APK MATTISON AVE & DEWITT AVE	Asbury Park	NJ	08019572680007462297
79	JC 90APKU47 MONROE AVE & LANGFORD ST	Asbury Park	NJ	08019572680007373471
80	TRAFFIC CAMERA MONORE AVE & PROSPECT AVE	Asbury Park	NJ	08019572680007357137
81	JC 1129APK ATKINS AVE & BOSTON WAY	Asbury Park	NJ	08019572680007462210
82	800 MAIN ST 3 PHASE	Asbury Park	NJ	08019437890007541111
83	BLK LT 40019 ATKINS AVE	Asbury Park	NJ	08019572680007515197
84	SPRINGWOOD CENTER 1201 SPRINGWOOD AVE UNIT 6	Asbury Park	NJ	08019572680006554204
85	FIRE HEADQUARTERS 800 MAIN ST	Asbury Park	NJ	08019437890000524385
86	905 MONROE AVE	Asbury Park	NJ	08019437890000479852
87	800 MAIN ST TEMP SVC	Asbury Park	NJ	08019437890006436389
88	3RD AVE & MEMORIAL AVE TRAFFIC CAMERA	Asbury Park	NJ	08019572680007357138
89	0 GRAND AVE & 5TH AVE TRAF LIGHT	Asbury Park	NJ	08019572680007544533
90	601 5TH AVE FOOR BRIDGE	Asbury Park	NJ	08019572680007473641

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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Attachment: Freeport Energy Solutions Agreement (2020-105 : Resolution authorizing the purchase of electricity)

EMEX Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

[illegible]

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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Attachment: Freeport Energy Solutions Agreement (2020-105 : Resolution authorizing the purchase of electricity)

EMEX Custom Pricing Analysis - Product Details Addendum

Supplier Name	Credit Status	Usage Bandwidth	Material Change	Billing Type	Payment Terms	Add/Delete Allowance	Green Energy
Aggressive Energy	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	None	RPS Only
Constellation Energy	Not Specified	100%	Not Specified	Not Specified	Not Specified	None	RPS Only
Freepoint Energy Solutions	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	None	RPS Only
Hudson Energy	Not Specified	Not Specified	Not Specified	UCB	Not Specified	None	RPS Only
MP2 Energy	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	None	RPS Only
Marathon Energy	Not Specified	Not Specified	Not Specified	Not Specified	Not Specified	None	RPS Only

Key Definitions:**Usage Bandwidth / Volumetric Swings**

Usage Bandwidths, or Volumetric Swings, are allowed deviations from your historical or predicted energy consumption. For example, if your supplier predicts you will consume 100,000 kWh, a 25% Usage Bandwidth would allow you to consume between 75,000 kWh and 125,000 kWh. Typically, energy consumption outside of your Usage Bandwidth will be billed or credited at a daily market settlement price.

Material Change

Similar to a Usage Bandwidth, Material Adverse Change (MAC) clauses are designed to govern *how* you consume energy on a long-term basis. This language is designed to protect the supplier, in the event you materially change the way in which you consume energy, such as doubling or halving usage suddenly, moving more usage to peak hours and/or sharp increases to your Peak Load Contributions (PLCs).

Billing Types

The Billing Type determines the party(ies) responsible for distributing and collecting your monthly energy invoice(s). With **Utility Consolidated Billing (UCB)**, your local Utility provider will continue to send you your monthly invoice, which includes their delivery charges as well as your supplier's energy supply charges. Under a **Dual Billing (Dual)** structure, your local Utility provider will continue to send you your monthly invoice, which includes their delivery charges; but, you will receive a separate invoice from your supplier for your energy supply charges. **Summary Billing (Summary)** is a premium form of Dual Billing whereby your supplier will combine the energy supply charges from multiple locations into a single monthly invoice.

Payment Terms

Payment Terms, or the time in which your supplier expects payment each month, only apply when you receive an invoice directly from your supplier. If you will receive your monthly invoice from your local Utility, via a Utility Consolidated Billing (UCB) structure, the Utility's payment terms will take precedence.

Meter Add/Delete Allowances

Meter Add/Delete Allowances are designed for clients who plan on adding or removing meters during the contract term. For example, if your contract language dictates you will consume 1,000,000 kWh each year, a 10% add/delete clause would allow you to add or subtract meters up to 100,000 kWh annually in size without incurring an Early Termination Fee (ETF).

Green Energy Additions

Green Energy Additions involve adding additional renewable energy to your agreement, outside of any minimum Renewable Portfolio Standards (RPS) requirements already set forth by your State. By default, most suppliers will provide "RPS Only" pricing, indicating the minimal amount of renewable energy mandated by your State.

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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RESOLUTION NO. 2020-106

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

RESOLUTION AUTHORIZING PURCHASE OF AMMUNITION AND TARGETS FOR THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase ammunition and targets for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$11,875.32

- Eagle Point Gun Shop in the amount of \$11,875.32 on State Contract #17-FLEET-00721, T0106

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$11,875.32; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-01-25-240-000-221. 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 ammunition and targets for the Police Department in the amount of \$11,875.32 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-106 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.


Melody Hartsgrove, Deputy City Clerk 2/27/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

Daniel Kowsaluk

From: THOMAS J. MORRIS III <majortjmorrisiii@comcast.net>
Sent: Tuesday, January 14, 2020 9:13 AM
To: Daniel Kowsaluk; Andrew Morris; Candace Neavin; Tim Archer; Brian Vare - Eagle Point Gun; Steve Cann; Phil Cummings; Mike Gess; Eigen, Ira; Trent Denison; Speedwell Targets
Subject: [ATTACHMENT]: Ammunition Quotation Asbury Park PD NJ
Attachments: CCF_003699.pdf; CCE_000458.pdf

Thomas J. Morris III
 Eagle Point Gun/T.J.Morris & Son
 1707 Third Street
 Thorofare, New Jersey 08086
 PH 856-848-6945
 FX 856-384-2938
 EM majortjmorrisiii@comcast.net

143JAN20

Morning Daniel,

Pursuant to your below Request, the following official written letterhead quotation is provided. The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. There is no Federal Excise Tax on paper targets. The items quoted on are factory new by Federal Cartridge, CCI/Speer, and Speedwell Target. There is no minimum or maximum order BUT ammunition and targets must be ordered in full case lots and I have quoted by the case. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals. The prices include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New Jersey. Delivery times for factory drop ships of ammunition have been running 30-120 days ARO for most items and vary per item. Delivery times for factory drop ships of paper and cardboard targets have been running 3-21 days ARO and also vary per item. In stock items may also be picked up here at the same prices and I will indicate what is in stock as of this morning BUT my inventory changes on a daily basis. The Federal Cartridge ammunition and Speedwell Target prices are pursuant to New Jersey State Contract #17-FLEET-00721, T # T0106, Line #s 3 (Federal Cartridge) and 36 (Speedwell Target) and went into effect on 15MAY19. I have attached a copy of the award and Federal Cartridge ammunition price list for your file. I have also attached a copy of our 01OCT19 New Jersey State Wide Flier for your file. I do not have the current New Jersey State Contract for CCI/Sopeer so that price is just a quote BUT should be below the curreent New Jersey State Contract price.

.40 cal. 165gr. Gold Dot Hollow Point CCI/Speer #53970 @ \$326.00 per case of 1,000 rds. X 6,000 rds. (6 cases) = \$1,956.00. In Stock.

Attachment: Ammunition & Targets Quote (2020-106 : Purchase of Ammunition and Targets for Police)

P-005563

12ga. 9 Pellet Reduced Recoil Tactical 00 Buck Federal #LE132-00 @ \$109.95 per case of 250 rds. X 1,000 rds. (4 cases) = \$439.80. O/S

.223 cal. 55gr. FMJ BT Federal American Eagle #AE223 @ \$150.92 per case of 500 rds. X 30,000 rds. (60 cases) = \$9,055.20. In Stock.

IALEFI-Q Paper Targets by Speedwell @ \$41.60 per case of 200 Targets X 1,200 Targets (6 cases) = \$249.60. O/S

FBI-Q R Paper Targets by Speedwell @ \$43.68 per case of 200 Targets X 800 Targets (4 cases) = \$174.72. In Stock.

If the above five items were ordered in the indicated quantities, your total would be \$11,875.32.

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!! When you don't buy, we don't eat!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, PolyFrang ammunition, Wolf ammunition (762X39 and 762X54R only), Dummy Training Rounds, Winchester and Federal Lake City and RWS/RUAG and Fiocchi blank ammunition, Remington ammunition and firearms and firearms accessories, Sig Sauer firearms, Benelli firearms, Walther firearms, Heckler & Koch firearms, Savage Arms firearms, Bushmaster firearms, DPMS firearms, Stag Arms firearms, Rock River firearms, MACE, ALS/AMTEC Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

As always,
Tom

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Son
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net



RESOLUTION NO. 2020-107

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN AMBULANCE DISINFECTION SYSTEM

WHEREAS, the City has the desire to purchase an ambulance disinfection system; and

WHEREAS, the City has obtained the attached quote from AeroClave, LLC totaling \$16,173.25 from the Houston-Galveston Area Council (H-GAC) in which the City is a member with a membership number of ILC18-6583; and

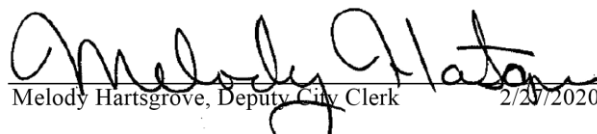
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-172-013.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of an ambulance disinfection system for a total amount of \$16,173.256 from AeroClave, LLC; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-107 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.


Melody Hartsgrove, Deputy City Clerk 2/26/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



AeroClave, LLC
 4007 Forsyth Road
 Winter Park
 Florida
 United States 32792

Quote

Valid Till: 04/30/2020

Quote Number : 1491633000009118079

BILL TO:

800 Main St
 Asbury Park
 New Jersey
 USA
 07712

SHIP TO:

800 Main St
 Asbury Park
 New Jersey
 USA
 07712

Account Name:Asbury Park Fire Department (NJ)
 Contact Name:Robert Pasquariello

Quote Stage:

S.No.	Product Details	Qty	List Price	Discount	Total
1.	RDS3110 - HGAC Purchase under Houston-Galveston Area Council AeroClave Room Decontamination System, Model 3110.	1	\$ 13,509.04	\$ 0.00	\$ 13,509.04
2.	ADP-PT - HGAC Purchase under Houston-Galveston Area Council AeroClave ADP, Ambulance Port, 8'	4	\$ 915.78	\$ 2,830.00	\$ 833.12
3.	APA25 - HGAC Purchase under Houston-Galveston Area Council AeroClave Portable Applicator, Hand Sprayer, 25'	1	\$ 1,205.28	\$ 0.00	\$ 1,205.28
4.	VOXU12 - HGAC Purchase under Houston-Galveston Area Council Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea.	3	\$ 130.27	\$ 0.00	\$ 390.81
5.	RDS3110 - shipping Shipping and Handling	1	\$ 175.00	\$ 0.00	\$ 175.00
6.	VOXU12 - shipping Shipping and Handling	3	\$ 20.00	\$ 0.00	\$ 60.00
					Sub Total \$ 16,173.25
					Tax \$ 0.00
					Adjustment \$ 0.00
					Grand Total \$ 16,173.25

Terms and Conditions

ALL PRICES ARE LISTED IN USD (\$)

The information contained in this quote is applicable for 30 days.

On-site training is available for \$2,000/day.

Vital-Oxide Disinfectant pricing is as follows (1 case = four 1 gallon bottles):

- 1-11 cases - \$140.00 per case + \$20.00 shipping per case
- 12-35 cases - \$132.00 per case + free shipping (can be delivered all at once for free or quarterly for a one-time \$100 warehousing fee)
- 36 case pallet - \$120.00 per case + free shipping (can be delivered all at once for free or quarterly for a one-time \$100 warehousing fee)

Hardware and Vital Oxide quantity discounts available.

With each purchase, AeroClave will provide 12 months free parts and labor warranty. For customers within a 30-mile radius, this will be performed on-site. For customers outside a 30-mile radius,

AeroClave will provide a loaner unit while the unit is under repair. If unit problem is determined to be a manufacturing or workmanship defect, AeroClave will pay for the shipping both ways. If problem is determined to be caused by operator error or abuse, freight cost will be the responsibility of the owner.

Should you have any questions regarding this quote, please contact Michael Quinoy (mquinoy@aeroclave.com). We look forward to working with you.

Thanks for your business!

AeroClave LLC



RESOLUTION NO. 2020-108

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

RESOLUTION AUTHORIZING THE PURCHASE TWO KUBOTA LITTER SCOOTERS FOR THE BEACH DEPARTMENT

WHEREAS, the City has a need for two Kubota Litter Scooters within the Beach Department; and

WHEREAS, the City has obtained the attached quote from Cherry Valley Tractor Sales, Inc. totaling \$56,929.66 from Sourcewell (formerly NJPA) National Cooperative Construction & Agricultural Equipment Contract Number 021815 in which the City is a member with a membership number of 18864; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 0-05-55-502-000-201 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of two Kubota Litter Scooters for a total amount of \$56,929.66 from Cherry Valley Tractor Sales, Inc.; and

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-108 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.



Melody Hartsgrove, Deputy City Clerk 2/27/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



GM - 002117, CE - 040319, AG - 021815
 NJPA Arkansas 4600041718
 NJPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi (CE Only) 820036654

RTV-X1100CWL-H WEB QUOTE #1536975

Date: 1/13/2020 7:26:49 AM

-- Customer Information --

Giberson, Garrett

City of Asbury

gale.brown@cityofasburypark.com

732-775-0900

Quote Provided By
 CHERRY VALLEY TRACTOR SALES,
 INC.

John Fowler

35 W ROUTE 70

MARLTON, NJ 08053

email: john@cherryvalleytractor.com

phone: 7323200452

-- Standard Features --

-- Custom Options --



Kubota

V Series

RTV-X1100CWL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 75 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.3 qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

Width 57.7 in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
 Defroster
 Fully opening roll-down door
 windows
 Digital Multi-meter
 Speedometer
 Pre-wired w/ speakers/antenna for
 stereo
 Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Deluxe Front Guard
 (radiator guard, bumper, and lens
 guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
 Height 79.5 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

Factory Spray-on Bedliner
 "L" Models Only

Bright Alloy Wheels (Silver-
 painted)
 Silver-painted with machined
 surface
 "S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$21,549.00

(1) STROBE LIGHT MOUNT KIT 77700-VC5058-STROBE LIGHT MOUNT KIT	\$167.00
(1) TURN SIG/HAZARD LGT KIT/RTV-X1100C K7731-99610-TURN SIG/HAZARD LGT KIT/RTV-X1100C	\$289.00
(1) REAR WINDOW UTILITY NET/GUARD/RTV1100 K7711-99280-REAR WINDOW UTILITY NET/GUARD/RTV1100	\$242.00
(1) BACKUP ALARM K7591-99640-BACKUP ALARM	\$143.00
(2) STANDARD EXTERNAL MIRROR KIT CAB PNF 77700-V5059-STANDARD EXTERNAL MIRROR KIT CAB PNF	\$110.00
Configured Price:	\$22,500.00
Sourcewell Discount:	(\$4,950.00)
SUBTOTAL:	\$17,550.00
Dealer Assembly:	\$325.83
Freight Cost:	\$750.00
PDI:	\$400.00
ELLIOT MACHINE WORKS 2.0 CU YD REFUSE HOPPER	\$8,999.00
AM/FM/WB/BLUETOOTH RADIO	\$440.00

Total Unit Price: \$28,464.83

Quantity Ordered: 1

Final Sales Price: \$28,464.83

**Purchase Order Must Reflect
 the Final Sales Price**

**To order, place your Purchase Order directly with the quoting
 dealer**

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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192.230.115.9



RESOLUTION NO. 2020-109

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

AWARDING A CONTRACT FOR COMMAND TRAINING FOR THE FIRE DEPARTMENT

WHEREAS, the City has solicited pricing from two (2) vendors for command training for the Fire Department; and

WHEREAS, N.J.S.A 40A:11-3 Bid threshold; award of contracts stipulates that the governing body can authorize the Purchasing Agent to award a contract if the amount is less than \$17,500.00 and not require public bidding; and

WHEREAS, Mayor and Council of the City of Asbury Park hereby authorizes the Purchasing Agent to award the contract for command training for the Fire Department :

WHEREAS, notification of this award shall be published in a newspaper of record as per N.J.S.A. 40A:11-5(1)(a) ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in 0-01-25-265-000-222 within the Current Fund:

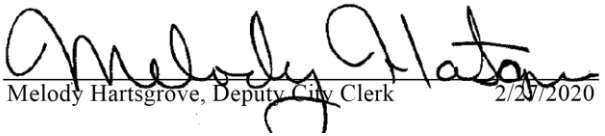
WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey authorizes the Purchasing Agent to award a contract to Combat Ready Fire Training in the amount of \$8,000.00 for command training for the Fire Department.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-109 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.



Melody Hartsgrove, Deputy City Clerk 2/26/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

Combat Ready Fire Training

3.H.7.a

388 Autumnlight Drive, Salisbury, NC 28147
(610) 637-8315 ~ nmartin33@gmail.com

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this eleventh day of February 2020, by and between Combat Ready Fire Training, LLC. And

City of Asbury Park ("client")
800 Main Street
Asbury Park, NJ 07712

WITNESSETH:

FIRST: That for in and consideration for the sum of **eight-thousand dollars (\$8,000.00)** and all other expenses previously agreed upon, as evidenced by the attached "Training Proposal," hereto and made a part hereof; Combat Ready Fire Training agrees to provide:

- An 8-hour "Aggressive Command Supports Aggressive Firefighting" seminar on May 11, 2020 as described in the attached proposal. There is no limit to the number of attendees.
- An 8-hour "Command Simulation" seminar, to occur on May 12, 2020. It is recommended that these days be limited to fifteen participants, though observers are welcome.
- Client agrees to provide an appropriate training facility and the necessary equipment to conduct the program as described by Combat Ready Fire Training. Client will be responsible for any fees associated with the use of this facility or equipment and for obtaining the permissions necessary for use of the facility and/or equipment.
- Client agrees to reimburse Combat Ready Fire Training for the actual cost of travel (airfare, hotel, and rental car) for two instructors.
- **PAYMENT FOR THE CLASS IS DUE IN FULL AT THE BEGINNING OF THE FIRST DAY OF CLASS.**

SECOND: Should Client cancel any portion of the above training program, the following shall apply. Travel costs are non-refundable once purchased. Should Client cancel any portion of the training program within ninety (90) days of the first day of class, 50% of the above sum shall be immediately due. Payment in full will be due should Client cancel any portion of the training program within thirty (30) days of the first day of class.

THIRD: Client hereby agree, in the case of default in the above agreed upon terms, to pay all collection fees, including but not limited to attorneys' fees and court costs, incurred by Combat Ready Fire Training in collection of any default payment, with interest.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES ON THE ELEVENTH DAY OF FEBRUARY 2020.

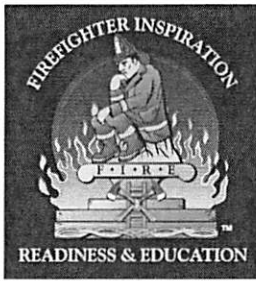
By: _____
Nicholas A. Martin, President
Combat Ready Fire Training

By: (print) _____

Title: _____

Signature: _____

Date: _____



Firefighter Inspiration Readiness & Education, LLC
25640 Tierra Grande Drive
Carmel, California 93923
831-625-FIRE
www.Trainfirefighters.com

Battalion Chief Robert Pasquariello
 Asbury Park Fire Department
 800 Main St
 Asbury Park, NJ 07712

January 26, 2020

Dear Chief Pasquariello,

Thank you for your interest in our training. You obviously have a strong dedication to building current and future leaders through training and succession planning. We would be honored to be part of the training that you are going to provide through Asbury Park FD.

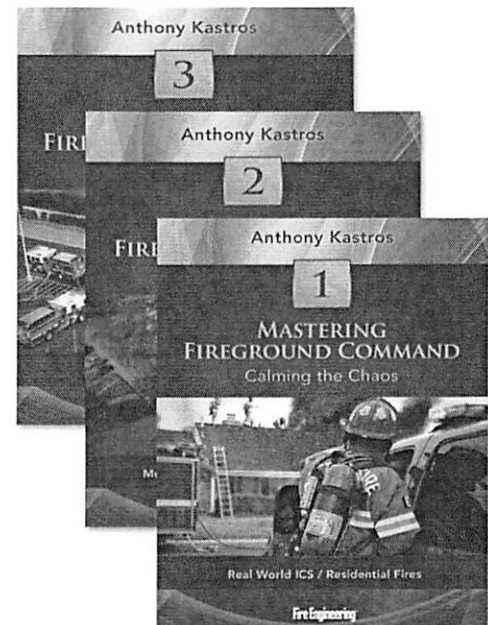
Mastering Fireground Command - Calm the Chaos!

This curriculum is based on our nationwide best-selling Fire Engineering video series by the same name.

Command and tactical training is critical to modern officer development. Today's officers must be excellent leaders and exceptional tacticians. With changes in building construction, tactics and the latest UL studies regarding fire behavior, modern fireground operations are more complex than ever.

We would customize this aspect of your training. This would include previewing your standard operating guidelines, response models, and staffing levels. We would also set up conference calls/meetings to discuss the plan and curriculum with any other stakeholders/chief officers from Asbury Park FD.

You could host a regional workshop for the first two days to infuse greater awareness and learning for your surrounding allied agencies. This workshop is in great demand nationally. **This would also be a cost-recovery method** that will be explained later in this proposal.



[Click here for an excerpt from Mastering Fireground Command - Calm the Chaos!](#)

The curriculum answers the following questions:

- ☐ How do we create consistency among all agencies/divisions, shifts, and battalions while developing new and aspiring officers?
- ☐ How do we ensure rapid size up and victim profiling is done given the unique nature of our structures in Asbury Park?
- ☐ How do we teach new chief officers to set clear tactical objectives, have clear communications and establish command presence on our fires?
- ☐ How do we ensure lessons from the past permeate down into a simple, street-smart and effective way?
- ☐ How do we apply the latest civilian victim profiling SIGNAL method and risk management to the modern fireground?
- ☐ How do we keep the NIOSH 5 LODD operational factors from coming into alignment?
- ☐ How do we really use ICS day-to-day and for greater accountability and communications?
- ☐ How do RECEO-VS and SLICE-RS work together?
- ☐ What do factors in construction and fire behavior mean to tactics and command?
- ☐ What are the implications of the latest UL and NIST studies regarding flow path?

[Click here to view a fire we review in this workshop](#)



Create a Train-the-Trainer program

To develop your instructor cadre, we propose a 5-day workshop as described below. **The students would be fully trained and equipped to provide specific command and tactical training on duty and in-house.**

This is the most cost-effective way to provide ongoing training to a department/region of your size and complexity. As we discussed, we will come to you with 3 instructors and the objective of creating synergistic momentum to get this curriculum off the ground in your region. By bringing our cadre to you and developing in-house instructors, your short and long-term travel and overtime costs will be minimized for years to come.

We would include hands-on RIC and Mayday Command training for the week as well, including review of several RIC incidents.

The full week includes:

- Two 8-hour days of instruction in Calm the Chaos! Mastering Fireground Command including:
 - All student materials electronically including PowerPoint student notes and Tactical Worksheets in PDF format
 - Day two including radio walk-throughs and simulation training
 - **The first two days could be open enrollment with no student limit, allowing you to recoup costs.** (Note: This workshop was recently held in San Ramon Valley FD (CA). Students paid \$250 each, with 62 outside students attending. In addition, the workshop was held at Saint Paul Fire Department with all operations chiefs attending the train-the-trainer sessions. A Billings, MT workshop last October returned \$9000 to Billings Fire Department with students from Washington and Canada. See photos)



San Ramon Valley, CA - Mastering Fireground Command – Two-Day Workshop – February 2019

- Three additional Train-the-Trainer 8-hour days for 15 students that includes:
 - Proprietary use of all copyrighted PowerPoint curriculum and videos that are NIMS compliant for licensed use by Asbury Park FD and allied agencies
 - Electronic copies for each student-instructor of all PowerPoint, videos, and simulations, including instructor notes and student guides
 - Digital copies in MS Word of Tactical Worksheets for Structure Fires, Wildland Fires, Hazardous Materials Incidents and Multi-Casualty Incidents
 - Digital Combustion/Fire Studio 6 Simulation Software Licensing for each student
 - 55 Electronic Simulations for upload including residential, multi-family, apartment, strip mall, commercial, wildland, high rise, active shooter, and hazardous material incidents
 - Instructor access for 15 instructors to online video streaming of Fire Engineering Mastering Fireground Command – Calming the Chaos 3-part DVD series AND 180 other tactical training videos representing the entire Fire Engineering Video Library for one year
 - Ability to amend curriculum for in-house videos, incidents and keypoints
 - **Three days of Hands-On Training and instructor lesson plan implementation including engine pumping, hoseline deployment, smoke, SCBA, radios, search, ventilation, victim profiling, mayday and rescue scenarios at your training site**
 - **After-action report with recommendations for department-wide implementation of training at the battalion level**

[Click here to watch a video from Waco, Texas Fire Department regarding this hands-on training](#)



Saint Paul, Minnesota - Train-the-Trainer Cadre – May 2019



Billings, Montana – Train-the-Trainer Cadre – October 2019

Costs and Scheduling

The Command Train-the-Trainer five-day workshop is \$35000. A two-day Operational workshop only is \$14000. The TTT workshop requires 2-3 instructors throughout the week. The Operational workshop is one instructor. We would ask that you reimburse travel and lodging for the instructors in either case.

Please contact me if you have any questions on any of these workshops and to discuss details on curriculum, costs, class size, logistics, etc. Our calendar is filling rapidly for the Fall of 2020. My direct number is 916-402-1546.

Thank you for the opportunity to serve Asbury Park FD. We look forward to providing you world-class training!

Sincerely,



Anthony Kastros
Firefighter Inspiration Readiness & Education, LLC



Instructor Biography



Anthony (Andoni) Kastros is a 32-year veteran of the fire service and Battalion Chief with Sacramento Metro Fire District (ret). He is author of the Fire Engineering book and video series, *Mastering the Fire Service Assessment Center – 2nd Edition*. It is used widely throughout the United States for officer development.

Also, from Fire Engineering, Anthony authors the 3-part DVD series *Mastering Fireground Command – Calm the Chaos!* This series focuses on fireground strategy, tactics, and ICS using actual incidents, video and simulations.

In addition, Kastros authored the video series, *Mastering Unified Command – From Hometown to Homeland*. The video is focused on bridging the gap between fire and law for a true unified response and command platform to face the "New Normal" that is prevalent in America today. The video features many experts from around the United States, including former Secretary of Defense and CIA Director Leon Panetta.

Kastros is an FDIC-International and Firehouse World instructor, was the Keynote Speaker at FDIC 2013 and is the recipient of the 2019 George D. Post Instructor of the Year Award from the International Society of Fire Service Instructors and Fire Engineering. Anthony hosts *The Command Show*, a monthly blog radio show through Fire Engineering. As a USAR Team Manager with Sacramento Task Force 7, he deployed to Ground Zero on 9/11. Anthony spent 4 years with a Type 1 Incident Management Team.

Through Trainfirefighters.com, our cadre of instructors has taught thousands of firefighters from around the world in leadership, team building, officer development, command, tactics, strategic planning, and mergers.



RESOLUTION NO. 2020-110

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

AWARDING BID FOR TRAFFIC STRIPPING

WHEREAS, on Tuesday, January 14, 2020 the City of Asbury Park (the “City”) accepted bids for Traffic Stripping; and

WHEREAS, on Wednesday, January 22, 2020 Mayor and Council adopted Resolution No. 2020-65 disqualifying all bid and authorizing a re-bid; and

WHEREAS, on Tuesday, February 11, 2020 the City received bids from Straight Edge Stripping and Traffic Lines Inc.; and

WHEREAS, the bid document specifically stated, "It is mandatory that each respondent state if there are any ethics violations existing against the firm and/or individual responding. Failure to include this statement will result in disqualification."; and

WHEREAS, the bid received from Straight Edge Striping failed to include an Ethics Statement with their proposal and is hereby disqualified; and

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

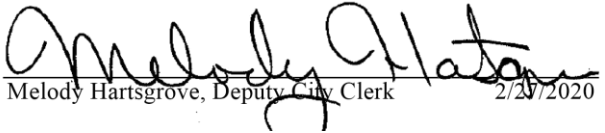
WHEREAS, it is the desire of the governing bid to award a contract for Traffic Stripping for a period of two years with the right to include additional contract extension; and

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

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, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-110 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.



Melody Hartsgrove, Deputy City Clerk 2/26/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-111

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

REJECTING RFQ PROPOSALS FOR AFFORDABLE HOUSING ADMINISTRATIVE AGENT

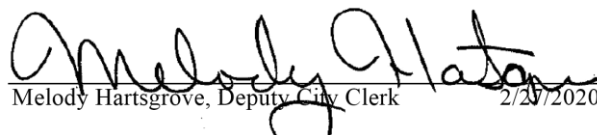
WHEREAS, on Tuesday, February 4, 2020 at 11:30 AM the City of Asbury Park accepted proposals for Affordable Housing Administrative Agent; and

WHEREAS, the City of Asbury Park is rejecting all proposals received as per the New Jersey Local Public Contracts Law N.J.S.A 40A:11-13.2(d). Rejection of bids - the contracting unit wants to substantially revise the specifications for the goods or services.

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 proposals received for Affordable Housing Administrative Agent are rejected as per N.J.S.A 40A:11-13.2(d). Rejection of bids - the contracting unit wants to substantially revise the specifications for the goods or services

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-111 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.


Melody Hartsgrove, Deputy City Clerk 2/26/2020

**MELODY HARTSGROVE
DEPUTY CITY CLERK**



RESOLUTION NO. 2020-112

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR SEWER CONNECTION FEE STUDY

WHEREAS, on February 7, 2020 the City received an not-to-exceed price to provide a sewer connection fee study from Wiss and Company LLP; and

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

WHEREAS, the not-to-exceed price is \$9,000.00; and

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

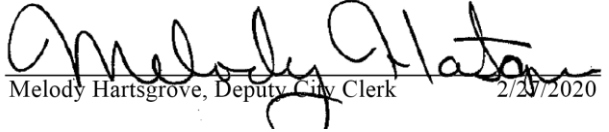
WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 0-01-20-130-000-204; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services to Wiss and Company LLP for a sewer connection fee study in an not-to-exceed amount of \$9,000.

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

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-112 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.


Melody Hartsgrove, Deputy City Clerk 2/27/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK

Tracy Lizardi

From: Cfo <cfo@cityofasburypark.com>
Sent: Friday, February 7, 2020 3:10 PM
To: 'Tracy Lizardi'
Subject: resolution

Kaplan is going to do the sewer connection fee study for \$9,000. A resolution needs to be done for the 2/26 meeting. Didn't want to forget to tell you.

JoAnn Boos

Chief Financial Officer
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5709
 cfo@cityofasburypark.com

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www.NextDoor.com

www.Nixle.com

APTVerizon Fios Ch. 30 & Cablevision Ch. 77

From: David Kaplan <dkaplan@wiss.com>
Sent: Friday, February 7, 2020 3:02 PM
To: Cfo <cfo@cityofasburypark.com>
Subject: connection fee update

Hi JoAnn,

The last calculation was done in 2014. Typically, I charge around \$2,000 to update the calc from year to year.

So, to update for 5 years would be around \$10k.

I'll do it for \$9k. That includes attendance at the public hearing and any other meetings you want me to attend.

Attachment: Sewer Connection Fee Study (2020-112 : Authoring a professional services contract for sewer connection fees study)



RESOLUTION NO. 2020-113

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

APPOINTING SHORE POINT ARCHITECTURE TO PROVIDE ARCHITECTURAL SERVICES FOR THE FIRE STATION AND AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT

WHEREAS, the City of Asbury Park (the “City”) has the need for a Fire Station Architect for the calendar year 2020; and

WHEREAS, the Local Public Contract Law, N.J.S.A. 40:11-5(1)(a) exempts Professional Services from public advertising for bids when awarded as a non-fair and open contract by resolution of the Governing Body; and

WHEREAS, Shore Point Architecture has completed and submitted a Stockholder Disclosure Certification and a Political Contribution Disclosure Form which certifies there were no reportable contributions to a political or candidate committee in the City of Asbury Park and that this contract will prohibit future reportable contributions through the term of this contract; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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

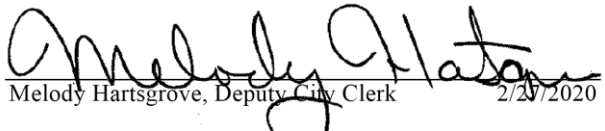
1. The firm Shore Point Architecture is hereby appointed to provide architectural services for the City for the year 2020.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and the above named firm for the aforementioned services, for the year 2020, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.

5. That a certified copy of this Resolution shall be provided to each of the following:

- a. Shore Point Architectural
- b. Donna Vieiro, City Manager
- c. JoAnn Boos, CMFO, Chief Financial Officer
- d. Director of the N.J. Division of Local Government Services
- e. Edward Sasdelli, Fiscal Monitor

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-113 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.



Melody Hartsgrrove, Deputy City Clerk 2/26/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-114

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

RESOLUTION AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF GRANT APPLICATIONS FOR THE 2020 COPS-IN-SHOPS SUMMER SHORE INITIATIVE

WHEREAS, the State of New Jersey Department of Law and Public Safety Division of Alcoholic Beverage Control has received grant funds from the Division of Highway Traffic Safety to administer the Cops-In-Shops Summer Shore Initiatives for 2020; and

WHEREAS, this program is a cooperative effort between the Division of Highway Traffic Safety (HTS) and the Division of Alcohol Beverage Control (ABC); and

WHEREAS, it is the intent and spirit of the State of New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control to use the grant to assist local undercover law enforcement officers to join forces with local retail establishments to deter the sale of alcohol to underage individuals and to stop adults from attempting to purchase alcohol for people under the legal age; and

WHEREAS, it is the recommendation of the City of Asbury Park Police Department to accept for this grant in the amount of \$3,960.00 for the Summer Shore initiative; and

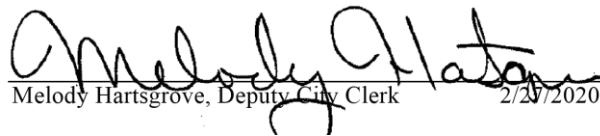
WHEREAS, it is the desire of the Mayor and City Council to accept said grant funding.

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

1. The City of Asbury Park Police Department is hereby authorized to accept the 2020 Summer Shore Initiative in the amount of \$3,960.00. (Grant # AL-20-45-05-03)
2. The City Clerk shall forward a certified copy of this resolution to the City Manager, Chief of Police and Chief Financial Officer.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-114 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 26th DAY OF February, 2020.



Melody Hartsgrove, Deputy City Clerk 2/26/2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



RESOLUTION NO. 2020-115

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

**RESOLUTION AUTHORIZING REFERRAL TO THE PLANNING BOARD OF
VARIOUS AFFORDABLE HOUSING ORDINANCES AND AMENDMENTS TO THE
ZONING ORDINANCE AND THE MAIN STREET, CENTRAL BUSINESS DISTRICT
AND SPRINGWOOD AVENUE REDEVELOPMENT PLANS, WHICH ARE DESIGNED
TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING
ELEMENT AND FAIR SHARE PLAN, ALONG WITH A PROPOSED REVISED
OFFICIAL ZONING MAP.**

WHEREAS, the Asbury Park Planning Board (the "Planning Board") adopted a Master Plan and Master Plan Reexamination Report in December of 2017 which includes housing objectives and recommendations; and

WHEREAS, the Master Plan and Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects consistent with State standards, and adoption of a Housing Element and Fair Share Plan; and

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February of 2019 that recommended amendments to the City's existing Land Development Regulations, along with amendments to various existing Redevelopment Plans, intended to promote and incentivize the creation of affordable housing units within the City; and

WHEREAS, the Mayor and Council wish to proceed with the adoption of Ordinances to amend the City's existing Land Development Regulations, as well as to amend certain existing Redevelopment Plans, in order to effectuate the recommendations made by the Planning Board; and

WHEREAS, the Mayor and Council also wish to proceed with the adoption of a new Official Zoning Map for the City, which is consistent with said recommendations; and

WHEREAS, the following Ordinances have been prepared:

- (1) An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter 30-74 "Mandatory Affordable Housing Set-Aside" to the Code of the City of Asbury Park;

- (2) An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adopting Chapter 31, “Affordable Housing” to the Code of the City of Asbury Park to Address the Requirements of the NJ Superior Court;
- (3) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VI Zoning, Section 30-71.3 (B1) Downtown Retail District, Section 30-71.4 (B2) Main Street Retail Sales and Service and Section 30-71.5 (NC) Neighborhood Commercial Districts to Consolidate Zone Districts, Amend Permitted Uses and Incentivize the Creation of Inclusionary Housing Consistent with and Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan;
- (4) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VIII Redevelopment Plans, Section 30-110.2 Main Street Redevelopment Plan, Consistent with and Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan;
- (5) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VIII Redevelopment Plans, Section 30-110.4 Springwood Avenue Redevelopment Plan, Consistent with and Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan;
- (6) An Ordinance Amending the Land Development Regulations of the City of Asbury Park to Amend Article VIII Redevelopment Plans, Section 30-110.1 Central Business District (CBD) Redevelopment Plan, Consistent with and Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan;
- (7) An Ordinance Amending the Land Development Regulations of the City of Asbury Park Article VI Zoning, Section 30-70.6 (R3) Medium Density Multifamily Residential Zone, and to create a new “Deal Lake Drive Inclusionary Housing Overlay District” Consistent with and Designed to Effectuate the City’s Adopted 2019 Third Round Housing Element and Fair Share Plan; and
- (8) An Ordinance of the City of Asbury Park Re-Zoning Certain Properties and Adopting an Updated Zoning Map.

WHEREAS, copies of the above-referenced Ordinances are attached hereto and made a part hereof; and

WHEREAS, a copy of the proposed revised Official Zoning Map is also attached to the Ordinance referenced as item #8 above; and

WHEREAS, the New Jersey Municipal Land Use Law, specifically at N.J.S.A. 40:55D-

26, requires referral to the Planning Board of any development regulation or amendment thereto, so that the Planning Board may review the proposed legislation and determine whether it is consistent with the Master Plan and/or to make any other recommendations that it deems appropriate to the Governing Body; and

WHEREAS, the New Jersey Local Redevelopment and Housing Law, specifically at N.J.S.A. 40A:12A-7(e), also requires referral to the Planning Board of any redevelopment plan, or revision thereto, so that the Planning Board may review the same and determine whether it is consistent with the Master Plan and/or to make any other recommendations that it deems appropriate to the Governing Body; and

WHEREAS, in accordance with the above referenced statutes, the Mayor and Council of the City of Asbury Park now wish to refer the attached Ordinances, as well as the attached proposed revised Official Zoning Map, to the Planning Board for its review and recommendations; and

WHEREAS, it is the intention of the Mayor and Council that the within Resolution, along with all of the attached Ordinances, shall supersede Resolution No. 2020-79, which was adopted on January 23, 2020, and all of the Ordinances which were attached thereto.

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

1. That the attached Ordinances, as well as the attached proposed revised Official Zoning Map, are hereby referred to the Planning Board, so that the Planning Board may review the same and determine whether they are consistent with the Master Plan and/or to make any other recommendations that the Planning Board deems appropriate to the Governing Body.
2. That, pursuant to N.J.S.A. 40:55D-26, the Planning Board's review of the proposed revisions to the City's existing Land Development Regulations and the proposed revised Official Zoning Map shall be completed within a period of thirty five (35) days after referral, or else the Mayor and Council shall be relieved of the referral requirement.
3. That, pursuant to N.J.S.A. 40A:12A-7(e), the Planning Board's review of the proposed revisions to the existing Redevelopment Plans shall be completed within a period of forty five (45) days after referral, or else the Mayor and Council shall be relieved of the referral requirement.
4. That the within Resolution, along with all of the attached Ordinances, shall supersede Resolution No. 2020-79, which was adopted on January 23, 2020, and all of the Ordinances which were attached thereto.

5. That a certified copy of this Resolution, along with copies all of the attachments, shall be provided to each of the following:
 - a. Asbury Park Planning Board;
 - b. Donna Vieiro, Acting City Manager;
 - c. Elizabeth K. McManus, LEED, AP, PP, AICP, Affordable Housing Planner;
 - d. Michele Alonso, Director of Planning & Redevelopment; and
 - e. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2020-115 which was finally adopted by the City Council at a meeting held on the 26th day of February, 2020

CERTIFIED BY ME THIS 27th DAY OF February, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY ADDING CHAPTER 31 "AFFORDABLE HOUSING" TO THE CODE OF THE CITY OF ASBURY PARK TO ADDRESS THE REQUIREMENTS OF THE NJ SUPERIOR COURT

Section I. Chapter 31, entitled "Fair Share Affordable Housing Ordinance," Created. That Chapter 31, "Fair Share Affordable Housing" is hereby added to the Code to read as follows:

**Chapter 31
AFFORDABLE HOUSING**

**ARTICLE I
General Program Purposes, Procedures**

§ 31-1. Affordable Housing Obligation.

- A. This section of the City Code sets forth regulations regarding the low and moderate income housing units in the City consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq. except where the UHAC requirements for the creation of very-low income units are superseded by the requirements of the Fair Housing Act as established in P.L. 2008, c.46 (the "Roberts Bill", codified at N.J.S.A. 52:27D-329.1), and the City's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.
- B. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.
- C. This Ordinance is also intended to create standards and mechanisms for the creation and preservation of housing units affordable to middle-income households not provided for in the Fair Housing Act or in the rules promulgated by COAH. Except where otherwise required in this chapter, units in the City reserved for middle-income households will be subject to the same controls as units reserved for very-low, low-, and moderate-income households per UHAC and COAH's substantive rules.

§ 31-2. Affordable Housing Monitoring

- A. Beginning on July 1, 2020, and on every anniversary of that date, the City shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center, Inc., and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- B. Beginning on July 1, 2020, and on every anniversary of that date, the City shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, Inc., using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by Fair Share Housing Center, Inc.
- C. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the City shall post on its municipal website, with a copy provided to Fair Share Housing Center, Inc., a status report as to its implementation of its Housing Element and Fair Share Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, Inc., regarding whether any sites no longer present a realistic opportunity.
- D. By July 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the City will post on its municipal website, with a copy provided to Fair Share Housing Center, Inc., a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center, Inc., on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

§ 31-3. Definitions. As used herein the following terms shall have the following meanings:

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.).

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, *N.J.A.C. 5:91, N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.*

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to *N.J.A.C. 5:80-26.15*.

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low-, moderate-, and middle-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in *N.J.A.C. 5:93-7.4*, or within the means of a middle income household as defined in this Chapter; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.6*, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C. 5:80-26.12*, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, this ordinance, credited pursuant to *N.J.A.C. 5:93*, and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (*N.J.S.A. 55:14K-1, et seq.*).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Alternative living arrangement” means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the

New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to *N.J.S.A. 40:55D-1 et seq.*

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the City proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of *N.J.A.C. 5:93-5*.

"Housing Element" means the portion of the City's Master Plan, required by the Municipal Land Use Law ("MLUL"), *N.J.S.A. 40:55D-28b(3)* and the Act, that includes the information required by *N.J.A.C. 5:93-5.1* and establishes the City's fair share obligation.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction,

the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50% or less of the median household income. Except where otherwise specified, this shall include very-low income households.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable county, as adopted annually by COAH or approved by the NJ Superior Court.

“Middle-income household” means a household with a total gross annual household income between 80% and 120% of the median household income.

“Middle-income unit” means a restricted unit that is affordable to a middle-income household.

“Moderate-income household” means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median (120% for middle income units) as defined by adopted/approved Regional Income Limits.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, *N.J.A.C. 5:23-6*.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, but does not include a market-rate unit financed under UHOP or MONI.

“Special master” means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

“UHAC” means the Uniform Housing Affordability Controls set forth in *N.J.A.C. 5:80-26.1* et seq.

“Very-low income household” means a household with a total gross annual household income equal to 30% or less of the median household income.

“Very-low income unit” means a restricted unit that is affordable to a very-low income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§ 31-4. New Construction. The following requirements shall apply to all new or planned developments that contain low-, moderate-, and middle-income housing units.

- A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low-, moderate-, and middle-income units whether developed in a single phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low-, Moderate-, and Middle Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

- B. Fractional Units. The affordable housing obligation shall be rounded down to the nearest whole number when the fraction is less than .50 and shall be rounded up to the nearest whole number when the fraction is .50 or greater.
- C. Design. In inclusionary developments, low-, moderate-, and middle-income units shall be integrated with the market units, except where otherwise permitted by the Planning Board or Zoning Board of Adjustment.
- D. Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with *N.J.A.C. 5:93-8.10(c)*.
- E. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- F. Income and Bedroom Distribution of Affordable Housing Units:
1. The fair share obligation shall be divided between low-, moderate - income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. The income distribution of units may be superseded in a district zoning standards, where applicable.
 2. In each affordable development, at least 50% of the low-and moderate units within each bedroom distribution shall be low-income units. This may be altered where specified in the applicable zoning ordinance, redevelopment plan, or resolution of approval.
 3. Within rental developments, of the total number of affordable rental units, at least 13% of units within each bedroom distribution shall be affordable to very-low income households.

4. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total affordable units;
 - (b) At least 30% of all affordable units shall be two bedroom units;
 - (c) At least 20% of all affordable units shall be three bedroom units; and
 - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
5. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted affordable units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

G. Accessibility Requirements:

1. The first floor of all new restricted townhouse dwelling units and all low-, moderate-, and middle-income multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.
2. All restricted townhouse dwelling units and all low-, moderate-, and middle-income multistory dwelling units attached to at least one (1) other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (*N.J.S.A. 52:27D-311a et seq.*) and the Barrier Free Subcode, *N.J.A.C. 5:23-7*, or evidence that the City has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:

- (1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
- (2) To this end, the builder of restricted units shall deposit funds within the City of Asbury Park's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
- (3) The funds deposited under paragraph (2) herein, shall be used by the City for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- (4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the City of Asbury Park.
- (5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, *N.J.A.C. 5:23-7*, and that the cost estimate of such conversion is reasonable, payment shall be made to the City of Asbury Park's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- (6) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

H. Maximum Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and the Superior Court.
2. The maximum rent for low- and moderate-income restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for

restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.

3. The maximum rent for middle-income restricted units within each affordable development shall be affordable to households earning no more than 100% of median income, and the average rent for restricted middle -income units shall be affordable to households earning no more than 90% of median income.
4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for units in each income category.
 - (a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
5. The maximum sales price of restricted low- and moderate-income ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
6. The maximum sales price of middle-income restricted ownership units within each affordable development shall be affordable to households earning no more than 110% of median income, and each affordable development must achieve an affordability average of 95% for restricted ownership units; in achieving this affordability average, middle-income ownership units must be available for at least two different prices for each bedroom type.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and

- (e) A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
 - (a) A studio or efficiency unit shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
 9. The initial purchase price for all restricted low-, moderate-, and middle-income ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.
 10. The initial rent for a low-, moderate-, and middle-income restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*, as may be amended and supplemented.
 11. The price of owner-occupied low-, moderate-, and middle-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to *N.J.A.C. 5:80-26.1* shall be updated by the City annually within 30 days of the publication of determinations of median income by HUD as follows:

- (a) Regional income limits shall be established for the Region 4 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 4. This quotient represents the regional weighted average of median income for a household of four. The income limit for a middle-income unit for a household of four shall be 120 percent of the regional weighted average median income. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - (b) The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the City updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - (c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the City annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
- 12. The rent levels of very-low-, low-, moderate-, and middle-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

13. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

§ 31-5. Condominium and Homeowners Association Fees.

- A. For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

§ 31-6. Reserved.

§ 31-7. Reserved.

§ 31-8. Reserved.

ARTICLE II

Affordable Unit Controls and Requirements

§ 31-9. Purpose.

- A. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide affordable housing units as defined in this Chapter.

§ 31-10. Affirmative Marketing.

- A. The City shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with *N.J.A.C. 5:80-26.15*, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 4 and covers the period of deed restriction.

- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 4, comprised of Monmouth, Ocean, and Mercer Counties.
- D. The Administrative Agent designated by the City shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
- E. In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City of Asbury Park.

§ 31-11. Occupancy Standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - 1. Provide an occupant for each bedroom;
 - 2. Provide separate bedrooms for parents and children;
 - 3. Provide children of different sexes with separate bedrooms; and
 - 4. Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

§ 31-12. Selection of Occupants of Affordable Housing Units.

- A. The administrative agent shall use a random selection process to select occupants of low-, moderate-, and middle-income housing.
- B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 et seq.

§ 31-13. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with *N.J.A.C.* 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
- B. Rehabilitated owner-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- D. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- E. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under *N.J.A.C.* 5:80-26.5(a), as may be amended and supplemented.

§ 31-14. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

- A. Price restrictions for restricted ownership units shall be in accordance with *N.J.A.C.* 5:80-26.1, as may be amended and supplemented, including:
 - 1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
 - 2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - 3. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the restricted affordable unit owners and the market unit owners.
 - 4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§ 31-15. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income. Additionally, middle-income ownership units shall be reserved for households with a gross income less than 120% of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-, moderate-, or middle-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the household's certified monthly income.

§ 31-16. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with *N.J.A.C. 5:80-26.6(b)*.

§ 31-17. Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with *N.J.A.C. 5:80-26.11*, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.
 - 1. Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.
- B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Monmouth. A copy of the filed document

shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

- D. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
1. Sublease or assignment of the lease of the unit;
 2. Sale or other voluntary transfer of the ownership of the unit; or
 3. The entry and enforcement of any judgment of foreclosure.

§ 31-18. Price Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

§ 31-19. Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with *N.J.A.C. 5:80-26.13*, as may be amended and supplemented, and shall be determined as follows:
1. Very-low income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.
 4. Middle-income rental units shall be reserved for households with a gross household income between 80% and 120% of median income.

- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very-low income, low-income household, moderate-income household, or a middle-income household as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (B)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

§ 31-20. Conversions.

- A. Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§ 31-21. Alternative Living Arrangements.

- A. The administration of an alternative living arrangement shall be in compliance with *N.J.A.C. 5:93-5.8* and *UHAC*, with the following exceptions:
1. Affirmative marketing (*N.J.A.C. 5:80-26.15*), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 2. Affordability average and bedroom distribution (*N.J.A.C. 5:80-26.3*).
- B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of

Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§ 31-22. Reserved.

§ 31-23. Reserved.

ARTICLE III Administration

§ 31-24. Municipal Housing Liaison.

- A. The position of Municipal Housing Liaison for the City of Asbury Park is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the City Council and be subject to the approval by the Superior Court.
- B. The Municipal Housing Liaison must be either a full-time or part-time employee of the City of Asbury Park.
- C. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in *N.J.A.C. 5:93*.
- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Asbury Park, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - 1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - 2. The implementation of the Affirmative Marketing Plan and affordability controls.
 - 3. When applicable, supervising any contracting Administrative Agent.
 - 4. Monitoring the status of all restricted units in the City of Asbury Park's Fair Share Plan;
 - 5. Compiling, verifying and submitting annual reports as required by the Superior Court;

6. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§ 31-25. Administrative Agent.

- A. The City shall designate by resolution of the City Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with *N.J.A.C. 5:93* and UHAC.
- B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in *N.J.A.C. 5:80-26.14, 16 and 18* thereof, which includes:
 1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
 2. Affirmative Marketing;
 3. Household Certification;
 4. Affordability Controls;
 5. Records retention;
 6. Resale and re-rental;
 7. Processing requests from unit owners; and
 8. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.
 9. The Administrative Agent shall, as delegated by the City Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§ 31-26. Enforcement of Affordable Housing Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low-, moderate-, or middle-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - 1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - (b) In the case of an Owner who has rented his or her low-, moderate-, or middle-income unit in violation of the regulations governing affordable housing units, payment into the City of Asbury Park Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an Owner who has rented his or her low-, moderate-, or middle-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 - 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low-, or moderate-, or middle-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low-, or moderate-, or

middle-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low-, moderate-, or middle-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
- E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- or moderate-, or middle-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low-, moderate-, or middle-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- or moderate-, or middle-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

- G. Failure of the low-, moderate-, or middle-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low-, moderate-, or middle-income unit as permitted by the regulations governing affordable housing units.
- H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§ 31-27. Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the City.

Section III. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section IV. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section V. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, held on _____. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held in the meeting room of the municipal building, 321 Asbury Park Street, in the City of Asbury Park on _____, and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

 _____ Clerk

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VI ZONING, SECTION 30-71.3 (B1) DOWNTOWN RETAIL DISTRICT, SECTION 30-71.4 (B2) MAIN STREET RETAIL SALES AND SERVICE AND SECTION 30-71.5 (NC) NEIGHBORHOOD COMMERCIAL DISTRICTS TO CONSOLIDATE ZONE DISTRICTS, AMEND PERMITTED USES AND INCENTIVIZE THE CREATION OF INCLUSIONARY HOUSING CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Land Use and Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended consolidation of the B2 and NC districts, and modernization of the permitted uses;

WHEREAS, the Master Plan & Master Plan Reexamination Report also recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the B2 and NC Districts consistent with the Master Plan & Master Plan Reexamination Report and to incentivize inclusionary housing consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Land Development Regulations hereby amended to incentivize new inclusionary housing.

SECTION 1. Amend Section 30- 15 Definitions as follows:

Additions are shown as thus; deletions shown as ~~thus~~

URGENT CARE CENTER

Shall mean any use engaged in providing walk-in, extended hour access for acute illness and injury care that is either beyond the scope or availability of the typical primary care practice or medical clinic. No overnight patients shall be kept on the premises. Medical offices and hospitals shall not be included.

SECTION 2. Amend Section 30- 66.1 Designation of Zoning Districts as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

~~B1 Downtown Retail District~~

~~B2 Main Street Retail Sales and Service~~

~~NC Neighborhood Commercial~~

B Business District

...

SECTION 3. Amend Section 30-67 Schedule of Zone District Area, Yard and Building Requirements

Commercial Uses Part 1					
Zone	Min. Lot Size	Min. Lot Width	Min. Side Yd.	Min. Agg. Side	Min. Front Yd.
B1	None	None	None or 5' to abutting bldg.	--	None
B2	None	None	Same as B1	--	10 ft.
NC	5,000 s.f.	50 ft.	Same as B1	--	10 ft. min.
<u>B</u>	<u>Vacant parcels: 5,000 s.f.</u> <u>All others: existing lot area</u>	<u>Vacant parcels: 50 ft.</u> <u>All others: existing lot area</u>	<u>Adjacent to nonresidential district or use:</u> <u>None</u> <u>Adjacent to residential district or use:</u> <u>5 ft.</u>	<u>None</u>	<u>Memorial Dr.: Min. 10 ft.; Max. 25 ft.</u> <u>All other streets: Min. 0 ft.; Max. 10 ft.</u>
PO	5,000 s.f.	50 ft.	Same as R1	Same as R1	Same as R1
LI	None	None	Same as B1	--	10 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN				

Commercial Uses Part 2						
ZONE	Min. Rear Yd.	Max. Density	Max. FAR	Min. OSR	Max. Bldg. Cov.	Max. Height
B1	10% Lot Depth: 1	--	2.5	--	90% above 1rst. St.	6 st. 75 ft.
B2	Same as B1	--	1	--	Same as B1	3 st. 40 ft.
NC	30 ft.	--	0.75	--	50%/80% w. Parking	3 st. 30 ft.
B	10 ft.	40 du/ac, not less than 5 units	2.5	--	80%	4 st. 50 ft.
PO	Same as R1	--	0.75	--	35%/50% w. Parking	3 st. 30 ft.
LI	Same as B1	--	2.5	--	Same as B1	3 st. 40 ft.
WRA	PURSUANT TO WATERFRONT REDEVELOPMENT PLAN					

SECTION 4. Amend Section 30-68.3 Height Regulations as follows:

...

- In the **B** and **LI** Zone Districts, penthouses are exempt from height restrictions provided they cover not more than twenty (20%) percent of the main roof area, are not more than twelve (12) feet, and further provided that all building service equipment and appurtenances are enclosed in the penthouse in addition to any use permitted in the zone where located.

...

SECTION 5. Amend Section 30-71.2 Accessory Uses as follows:

Customary accessory uses such as signs (subject to § 30-61) and parking facilities (subject to § 30-59) are permitted in the **B** and **LI** Zones. Storage trailers are specifically prohibited as accessory uses.

SECTION 6. Delete Section 30-71.4 (B2) – Main Street Retail Sales and Service.

SECTION 7. Rename and Amend Section 30-71.5 (NC) – Neighborhood Commercial as follows:

Additions are shown as thus; deletions shown as ~~thus~~

Section 30-71.5 ~~(NC) – Neighborhood Commercial~~ **(B) Business District**

a. Permitted Uses.

1. **Stores and shops for the conduct of a retail trade or services not specifically prohibited.**
2. Personal services.
3. Take-out and sit-down restaurants.
4. **Art galleries, art studios, museums, and theaters along Asbury Avenue.**
5. **Artist live/work studios**
6. Convenience stores.
7. **Business, secretarial, and trade schools.**
8. **Gymnasiums, and health and fitness clubs.**
9. **Dance studios, martial arts schools, and similar instructional schools.**
10. Laundromats.
- 11.
12. **Business and professional offices, banks, and fiduciary institutions.**
13. **Medical Offices.**
14. **Arcades.**
15. **Automobile rental uses located along Memorial Drive only.**
16. Upper story residences subject **to subsection f. herein and** § 30-73.11.
17. **One (1) and two (2) family residences existing as of the date of this Ordinance.**

b. Prohibited Uses

1. Nursing homes.
2. Licensed health care facilities.
3. Soup kitchens and food pantries.
4. Houses of worship and places of assembly.
5. Social clubs.
6. Retail and used car sales.
7. Motor vehicle repair garages.
8. Motor vehicle body repair garages.
9. Nightclubs and cabarets.
10. Gas stations.
11. **Drive throughs.**
12. **Sexually oriented land uses.**

c. **Permitted Accessory Uses.**

1. Accessory buildings.
 2. Private recreational facilities and common open space.
 3. Off-street parking facilities, including garages and/or structured parking
 4. Minor home occupations.
- d. Permitted Conditional Uses.
1. Urgent Care Center.
 2. Microbrewery or brew pub, including distilleries.
 3. Sound recording and rehearsal studios above the first floor of a building.
- e. Off-street Parking Requirements
1. For new development on vacant property: One (1) parking space per three hundred fifty (350) square feet of gross floor area, **with the exception that floor area devoted to low, moderate and middle income housing units shall not require parking.**

Parking requirement may be met through lease of Municipal parking within one thousand (1,000) feet of the site.
- f. Affordable Housing Requirements
1. The creation of five (5) or more new residential units shall require a 20% set-aside of low and moderate income housing units.
 2. Additional density of five (5) units per acre above that which is permitted in the district shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing. The set-aside requirement for low and moderate income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.
 3. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).
- g. Site Design.
1. Parking shall not be located between a building and a public street.
 2. A planted buffer strip of not less than 10 feet in width or a solid fence shall be provided along each side or rear property line that abuts a residence.
- h. Building Design.
1. First-floor facades containing nonresidential uses which are visible from a public street shall be expressed as building modules that do not exceed 40 feet in width so as to eliminate blank walls, create more interesting architecture, and facilitate small-scale commercial opportunities. Architectural elements including but not limited to piers, columns, insets, projections or other vertical elements must be used to visually break

up the plane of the first floor façade.

2. Where facing a public street, nonresidential uses shall have a minimum of 60% of the ground floor facade between three (3) and 10 feet above grade and shall have 30% of upper floor facades be transparent and shall provide visual access to the street. Blanked-out windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.
3. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades.
4. Building materials and architectural details shall be consistent on all sides of each building.
5. Multiple principal buildings shall be permitted on a lot.
6. Maximum building length: 100 feet.
7. Building facades shall be finished in stone veneer, cement stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the facade.
8. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments.
9. Pedestrian friendly building design and on-site site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along the public street.
10. Roof design:
 - (a) Roof shape, color, and texture shall be coordinated with the exterior materials of the building's facade.
 - (b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together.
 - (c) Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a publicly accessible area, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitched roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

SECTION 8. Amend Section 30-71.6 (LI) Light Industrial as follows:

Additions are shown as thus; deletions shown as ~~thus~~

- a. Permitted Uses. All uses permitted **in the B District** plus the following uses: cabinet makers; furniture makers; glass and mirror cutters; machine shops; welders; manufacture, assembly or fabrication of tangible products that does not involve emission of smoke, fumes or dust and does not generate noise in excess of sixty (60) decibels beyond the property line; warehousing; wholesaling; repair shops, not to include motor vehicle repair.

...

SECTION 9. Amend Section 30-73.11 Upper Story Residences in Nonresidential Zoning Districts as follows:

Additions are shown as **thus**; deletions shown as ~~thus~~

Upper story residences in nonresidential business districts shall comply with the following requirements:

- a.
- b. Access to all apartments shall be separate from any access to nonresidential use in the same building.
- c. **The portion of the first floor of buildings directly fronting on a public street shall have not less than 85% of the building length consist of permitted nonresidential uses; up to 15% of the remaining building length may consist of residential uses, which shall include but is not limited to residential units, entries and vestibules, mail rooms, and other residential accessory uses. The portion of the first floor of buildings facing an off-street parking area may consist of residential uses.** Apartment shall not consist of more than three (3) bedrooms.
- d. A commercial building that is enlarged to provide for one (1) or more upper story residences shall be required to provide one (1) additional off-street parking space per apartment.
- e. The applicant shall submit a proposal for the handling and disposal of solid waste, including the means by which differing recycling requirements between commercial and residential uses will be reconciled and shall comply with all applicable requirements regarding same.
- f. **Parking shall not be required for low, moderate and middle income units.**

SECTION 10. Amend Section 30-76 Regulations Governing Conditional Use as follows:

Additions are shown as **thus**; deletions shown as ~~thus~~

- a. ~~Reserved.~~ **Urgent care.**
 1. **Access shall be provided from Memorial Drive, Asbury Avenue, or Main Street.**
 2. **Where abutting a residential zone district, operating hours shall be between 7am and 10pm.**
 3. **Parking shall be provided in accordance with the B district requirements.**

...

Section 11. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The

governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 12. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED:

John Moor, Mayor

ATTEST:

Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VIII REDEVELOPMENT PLANS, SECTION 30-110.2 MAIN STREET REDEVELOPMENT PLAN, CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes a Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Main street Redevelopment Plan to promote and incentivize inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Main Street Redevelopment Plan is hereby amended to provide new inclusionary housing standards.

SECTION 1. Amend Section 30-110.2 Main Street Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019- adopted -2019. Amends the affordable housing requirements in the Main Street Redevelopment Plan.

SECTION 2. Amend the 2018 Amended Main Street Redevelopment Plan, Proposed Land Uses & Building Requirements by Character District, Land Uses, page 38:

Additions are shown as thus; deletions shown as ~~thus~~

...

Principal Land Uses, Sunset Park:

Open space; multifamily residential (except on ground floor); art galleries and exhibition spaces; professional, medical, and business offices; retail stores; restaurants (dine-in), personal services.

SECTION 3. Amend the 2018 Amended Main Street Redevelopment Plan, Proposed Land Uses & Building Requirements by Character District, Bulk & Lot Requirements, page 39:

Additions are shown as thus; deletions shown as ~~thus~~

...

Height, Civic Core / South Gateway:

Min. 2 to max. 8 stories, or 90 feet

Height, Community Shopping Zone:

Min. 1 to max 4 stories, or 45 feet

~~Min. 1 to max 3 stories, or 35 feet~~

Height, Asbury Avenue Gateway:

~~Min. 2 to max 4 stories, or 45 feet~~

Min. 1 to max 5 stories, or 55 feet

Height, Sunset Park:

Min. 1 to max 5 stories, or 55 feet

~~Min. 2 to max 4 stories, or 45 feet~~

Height, North Gateway:

Min. 1 to max 5 stories, or 55 feet

~~Min. 2 to max 4 stories, or 45 feet~~

SECTION 4. Amend the 2018 Amended Main Street Redevelopment Plan, Parking Requirements, Parking Standards table, Residential Land Uses, page 42:

Additions are shown as thus; deletions shown as ~~thus~~

Low, moderate and middle income residences, per unit, 0 spaces minimum, 2 spaces maximum.

SECTION 5. Amend the 2018 Amended Main Street Redevelopment Plan Recommended Redevelopment or Rehabilitation Activities & Identification of Redevelopment or Rehabilitation Parcels, page 49:

Additions are shown as **thus**; deletions shown as ~~thus~~

Municipal Building Redevelopment. Parcels 113.2 and 113.1 are recommended for redevelopment. These parcels are currently owned by the City of Asbury Park. These parcels would be developed in phases with a new municipal building and mixed-used structures with ground floor retail and upper-story offices and residential units. **The residential units shall be subject to a 25% set-aside of low- and moderate-income housing.** The mixed use structures would wrap around a parking garage that would serve this district. The Transportation Center and its surroundings would be improved in accordance with the Asbury Park Transportation Improvement Study.

SECTION 6. Amend the 2018 Amended Main Street Redevelopment Plan, Affordable Housing, page 51:

Additions are shown as **thus**; deletions shown as ~~thus~~

The City's Master Plan includes two specific objectives regarding affordable housing:

- Balance housing options in the City, including affordable housing for low and moderate-income households. Encourage the continued development of a variety of housing ranging from affordable to middle income and market rate units.
- To fully integrate affordable housing throughout the City both within projects and geographically throughout Asbury Park.

The Main Street Redevelopment Area is envisioned to include new residential development. New residential development within this Redevelopment Area must contribute toward meeting the aforementioned City-wide objectives delineated in the City's Master Plan. ~~New residential development also must be undertaken in accordance with regulations of the Council on Affordable Housing (COAH) and the City's overall affordable housing obligations under COAH regulations.~~ **The creation of five (5) or more new residential units shall require a 20% set-aside of low and moderate income housing units of the new units, with the exception of the Municipal Building Redevelopment parcel, which shall provide a 25% set-aside of low and moderate income housing.**

Additional density of five (5) units per acre above the permitted maximum density shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing. The set-aside requirement for low and moderate income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

Section 7. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each

section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 8. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED:

John Moor, Mayor

ATTEST:

Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK
 TO AMEND ARTICLE VIII REDEVELOPMENT PLANS, SECTION 30-110.1 CENTRAL BUSINESS DISTRICT
 (CBD) REDEVELOPMENT PLAN, CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S
 ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Central Business District (CBD) Redevelopment Plan to incentivize the creation of inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Central Business District (CBD) Redevelopment Plan is hereby amended to incentivize creation of inclusionary housing.

SECTION 1. Amend Section 30-110.1 Central Business District (CBD) Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019- adopted -2019. Creates affordable housing requirements in the Central Business District (CBD) Redevelopment Plan.

SECTION 2. Add to the 2018 Amended Central Business District (CBD) Redevelopment Plan, Affordable Housing Incentive:

Additions are shown as thus; deletions shown as ~~thus~~

...

Affordable Housing Incentive

Where 15% of the total housing units in a building are reserved for low and moderate income housing, said building shall be permitted an additional 10 feet of building height and the affordable housing units in said building shall not require parking. This provision shall apply to all Districts in the CBD Redevelopment Area.

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

...

Section 3. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 4. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____

John Moor, Mayor

ATTEST: _____

Cindy Dye, RMC, Clerk

Introduced:

Adopted:

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK TO AMEND ARTICLE VI ZONING, SECTION 30-70.6 (R3) MEDIUM DENSITY MULTIFAMILY RESIDENTIAL ZONE, AND TO CREATE A NEW "DEAL LAKE DRIVE INCLUSIONARY HOUSING OVERLAY DISTRICT" CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending a portion of the R3 District along Deal Lake Drive to create a new overlay zoning district that incentivizes inclusionary housing consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the portion of the R3 District along Deal Lake Drive recommended for change include Block 3703, Lots 1, 2, 3 portion of Lot 5; Block 3704, Lots portion of 1, 2; Block 3705, Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14;

WHEREAS, the overlay district standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Deal Lake Drive Inclusionary Housing Overlay is created for a portion of the R3 District along Deal Lake Drive.

SECTION 1. Amend Section 30- 66.1 Designation of Zoning Districts as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Deal Lake Drive Inclusionary Housing Overlay

SECTION 2. Amend Section 30-66.2A Zoning Map Amendments as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

b. Deal Lake Drive Inclusionary Housing Overlay District.

- 1. The City has updated the Zoning Map to add the Deal Lake Drive Inclusionary Housing Overlay District.**
- 2. The areas added were based upon Ordinance 2019- .**
- 3. The specific changes to the Zoning Map are as follows:**
 - (a) The Deal Lake Drive Inclusionary Housing Overlay District boundary has been added to Block 3703, Lots 1, 2, 3, 5; Block 3704, Lots 1, 2; Block 3705, Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14;**

...

SECTION 3. Amend Section 30-70.6 (R3) – Medium Density Multifamily Residential Zone as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

c. Permitted Conditional Uses. Pursuant to § 30-76.3 of this chapter:

1. Major home occupations.
2. Funeral homes and houses of worship.
3. Attached single-family residential developments of tracts of at least twenty-two thousand (22,000) square feet and a maximum residential density of ten (10) dwelling units per acre.
- ~~4. Mid-rise multifamily residential buildings on tracts of twenty thousand (20,000) square feet or greater and a maximum height of five (5) stories and sixty (60) feet with common hallways accessible to not more than five (5) dwelling units per hallway and a maximum residential density of fifty (50) dwelling units per acre at a floor area ratio of 2.0.~~

...

SECTION 4. Add Section 30-70.7 Deal Lake Drive Inclusionary Housing Overlay District as follows:

- a. Purpose. The following provides for alternative zoning via overlay zoning that is applicable when five or more new units are created.**
- b. Permitted Principal Uses.**
 - 1. Multi-family Dwellings with a 20% set-aside of low and moderate income housing.**
- c. Permitted Accessory Uses.**
 - 1. Accessory buildings.**

2. Private recreational facilities and common open space.
3. Off-street parking facilities, including garages and/or structured parking
4. Minor home occupations.
5. Uses which are customary and incidental to the principal use.
- d. Permitted Conditional Uses.
 1. None.
- e. Off-street Parking Requirements
 1. Parking shall be provided pursuant to Section 30-59.5. with the exception that parking shall not be required for low, moderate and middle income units.
- f. Affordable Housing Requirement
 1. Additional density of five (5) units per acre shall be provided where 8% or more of new residential units are reserved for middle income housing and where 20% or more of new residential units are reserved for low and moderate income housing. The set-aside requirement for low and moderate income housing units shall be required whenever five (5) or more new residential units are created, even if middle income units are provided.
 2. Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).
- g. Bulk Standards and Site Design.
 1. Minimum Lot Size: Lot size existing as of the effective date of this Ordinance
 2. Minimum Lot Width: 20 feet
 3. Minimum Front Yard: 30 feet
 4. Maximum Front Yard: 50 feet
 5. Minimum Side Yard: 10 feet
 6. Minimum Rear Yard: 30 feet
 7. Minimum Density: 30 du/ac
 8. Maximum Density: 60 du/ac
 9. Maximum FAR: 1.7
 10. Maximum Building Cover: 50%
 11. Maximum Lot Cover: 80%
 12. Maximum Principal Building Height: 8 st. 90 ft.
 13. Maximum Accessory Building Height: 15 feet
 14. Parking shall not be located between a building and a public street.

15. A planted buffer strip of not less than 5 feet in width or a solid fence shall be provided along each side or rear property line that abuts a one (1) or two (2) family residence.
- h. Building Design.
1. Structured parking that is visible to a public street shall not exceed one story (parking level). Structured parking shall be screened by structural elements that are compatible with the materials and design of the front and side building facades.
 2. Building materials and architectural details shall be consistent on all sides of each building.
 3. Multiple principal buildings shall be permitted on a lot.
 4. Maximum building length: 200 feet.
 5. Any facade of a residential building shall not continue on the same plane for a linear distance of more than 75 feet. Minimum two-foot offsets shall be required at breaks in the facade planes.
 6. Building facades shall be finished in stone veneer, stucco, brick, fiber cement panel and/or cast stone. Metal shall be used only for minor accentuation of other elements of the facade.
 7. Building entrances shall be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments.
 8. Pedestrian friendly building design and on-site site furnishings (outdoor tables, benches, bicycle racks, etc.) are required along Deal Lake Drive.
 9. Roof design:
 - (a) Roof shape, color, and texture shall be coordinated with the exterior materials of the building's facade.
 - (b) Roof design shall minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together.
 - (c) Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a publicly accessible area, adjacent lots, and pedestrian corridors shall be screened with solid materials using parapets, pitched roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.

Section 5. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 6. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____
John Moor, Mayor

ATTEST: _____
Cindy Dye, RMC, Clerk

Introduced:

Adopted:

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH AND STATE
OF NEW JERSEY ADDING CHAPTER 30-74 "MANDATORY AFFORDABLE HOUSING SET-
ASIDE" TO THE CODE OF THE CITY OF ASBURY PARK**

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Land Development Regulations set forth in Chapter 30 of the Code of the City of Asbury Park (the "Code") are hereby amended and supplemented in order to establish a new Section 74 thereof, to be entitled "Mandatory Affordable Housing Set-Aside," as set forth below:

Section 1. Chapter 30, Section 74, entitled "Mandatory Affordable Housing Set-Aside" is hereby created and shall be added to the Code to read as follows:

- a. *General Application.* A mandatory affordable housing set-aside requirement shall apply beginning with the effective date of this ordinance to any multi-family or attached dwelling residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units that exceed the otherwise permitted density, which are created as a result of a zoning amendment, or by a variance granted by the Zoning Board of Adjustment, or by the adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation as set forth below:
 1. For inclusionary projects in which the low- and moderate-income units are to be offered for sale, the set-aside percentage shall be twenty (20) percent; for projects in which the low- and moderate-income units are to be offered for rent, the set-aside percentage shall be twenty (20) percent.
 2. This requirement does not apply to any sites or specific zones otherwise identified in the Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.
 3. For any such development for which the City's land use ordinances (e.g. zoning or an adopted Redevelopment Plan) already permit residential development as of the effective date of this Ordinance No. _____, adopted _____, this requirement shall only apply if the City permits an increase of five (5) or more residential units beyond that which is currently permitted (e.g. zoning or an adopted Redevelopment Plan).

4. The affordable units shall comply with the City's affordable housing regulations in Chapter 31. This includes, but is not limited to, affordability controls of not less than thirty (30) years, proper distribution of one, two, and three bedroom affordable units, proper distribution of very-low, low and moderate income units, and affirmative marketing.
5. A property shall not be permitted to be subdivided so as to avoid meeting this requirement. The Board may impose any reasonable conditions to ensure such compliance.
6. Nothing in this subsection precludes the City from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this subsection consistent with N.J.S.A. 52:27D-311(h) and other applicable law.
7. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

Section III. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section IV. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section V. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

Ordinance No.
Amendments to Land Development Regulations
City of Asbury Park, Monmouth County

AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF ASBURY PARK
 TO AMEND ARTICLE VIII REDEVELOPMENT PLANS, SECTION 30-110.4 SPRINGWOOD AVENUE
 REDEVELOPMENT PLAN, CONSISTENT WITH AND DESIGNED TO EFFECTUATE THE CITY'S ADOPTED
 2019 THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations;

WHEREAS, the Master Plan & Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects are consistent with State standards, and adoption of a housing element and fair share plan;

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February 2019 that recommended amendments to the City's Land Development Regulations intended to promote and incentivize the creation of affordable housing units in inclusionary development;

WHEREAS, the Third Round Housing Element and Fair Share Plan recommended amending the Springwood Avenue Redevelopment Plan to replace the "growth share" requirements with inclusionary housing requirements consistent with N.J.A.C. 5:93, the substantive rules of the Council on Affordable Housing;

WHEREAS, the amended Redevelopment Plan standards herein are consistent with the 2019 Housing Element and Fair Share Plan; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the Springwood Avenue Redevelopment Plan is hereby amended to provide new inclusionary housing standards.

SECTION 1. Amend Section 30-110.4 Springwood Avenue Redevelopment Plan as follows:

Additions are shown as thus; deletions shown as ~~thus~~

...

Ordinance No. 2019- adopted -2019. Amends the affordable housing requirements in the Springwood Avenue Redevelopment Plan.

SECTION 2. Amend the 2018 Amended Springwood Avenue Redevelopment Plan, Affordable Housing, Development Standards, page 36:

Additions are shown as **thus**; deletions shown as ~~thus~~

...

Affordable housing units must reflect the economic realities of the City's lower-income populations and the City's median household income. At least 20% of new residential units are required to be sold or rented at levels affordable to low and moderate income households. Payments in-lieu of providing affordable housing on-site are not permitted when the development includes residential units. **Nonresidential development shall be subject to the statewide nonresidential development fee, consistent with § 88-5 of the City Code.**

Affordable housing units shall comply with the City's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80- 26.1), which shall control in the case of any conflicts with this ordinance, provided that a minimum of 13 percent of the total low- and moderate-income units shall be affordable to very low income households (i.e. 30% or less of median income).

~~In mixed-use projects, non-residential development shall provide one (1) affordable housing unit on-site for every 25 jobs created by new or expanded non-residential development. In mixed-use developments where the non-residential development creates less than twenty-five (25) jobs based on the COAH rules, at least one affordable unit will be constructed on-site to satisfy the non-residential affordable housing obligation. Determination of the number of jobs created shall be based on the new or expanded gross floor area in the development and the conversion factors, by use group, published by COAH as Appendix E in N.J.A.C. 5:94-1 et. seq.~~

~~Where the proposed development contains exclusively non-residential use, and the identified redeveloper is not constructing residential units elsewhere in the Springwood Avenue Redevelopment Area, the redeveloper may provide the required affordable units in a location outside of the Area in a location reasonably comparable to the development as approved by the City. Alternatively, the redeveloper may provide a payment in lieu of constructing the required affordable units, which payment shall represent the subsidy required to make market housing units affordable. Exempted from this provision shall be the following types of development which do not constitute a portion of the state or housing region's tax ratable wealth: educational, cultural and outdoor recreational facilities; quasi-public uses such as churches, clubs, lodges or similar uses; and public uses.~~

...

Section 3. Severability.

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the City of Asbury Park declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 4. Effective Date.

This ordinance shall take effect immediately upon passage and publication according to law.

APPROVED: _____
John Moor, Mayor

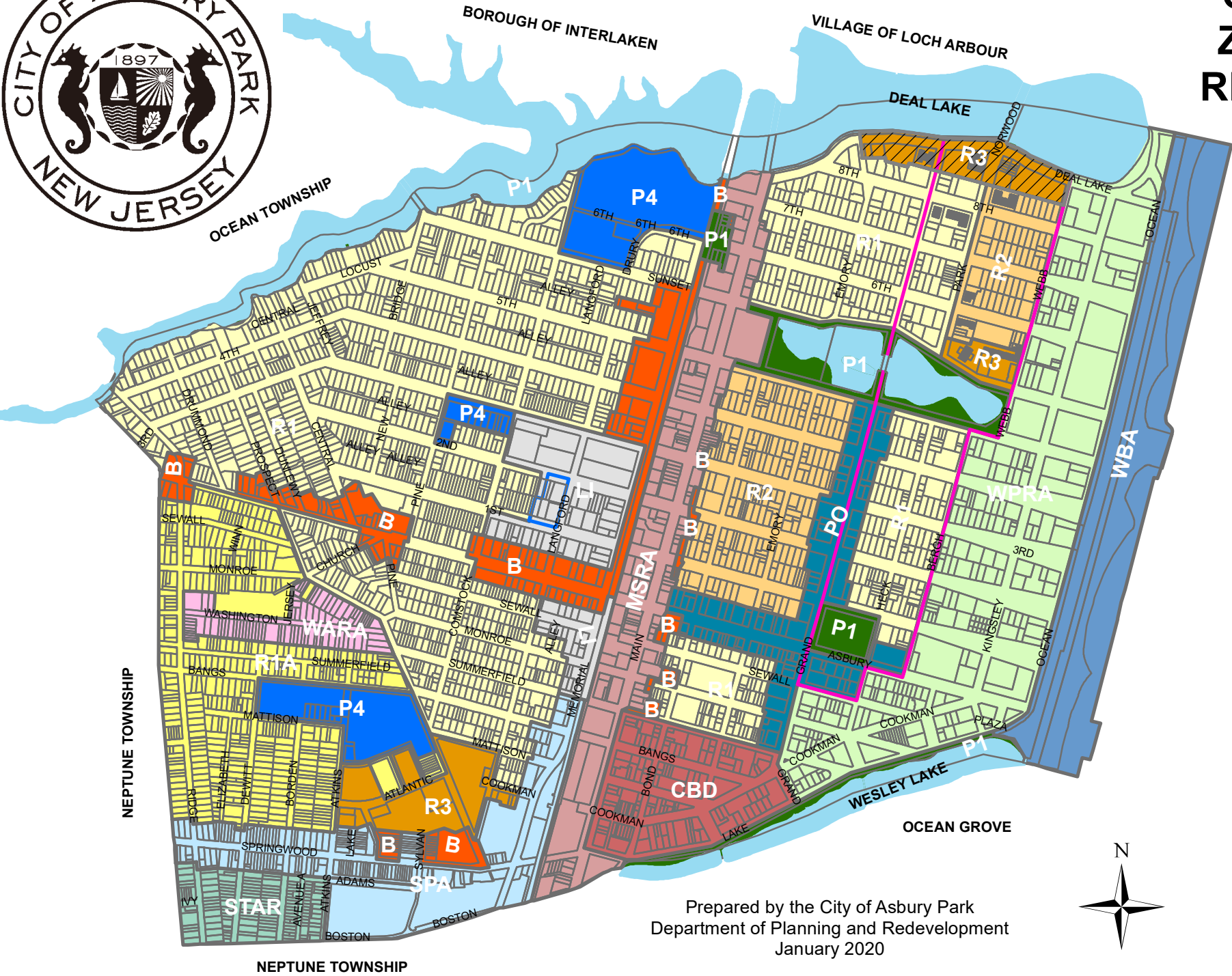
ATTEST: _____
Cindy Dye, RMC, Clerk

Introduced:

Adopted:



CITY OF ASBURY PARK ZONING DISTRICTS AND REDEVELOPMENT AREAS



ZONING DISTRICTS AND REDEVELOPMENT AREAS	
	DEAL LAKE DRIVE INCLUSIONARY HOUSING DISTRICT
	WRIA WATERFRONT RENOVATION INFILL AREA
	1101 FIRST AVE REDEVELOPMENT AREA
	B BUSINESS DISTRICT
	CBD CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA
	LI LIGHT INDUSTRIAL
	MSRA MAIN STREET REDEVELOPMENT AREA
	P1 PARKS
	P4 SCHOOLS
	PO PROFESSIONAL OFFICE
	R1 SINGLE FAMILY RESIDENTIAL
	R1A SINGLE FAMILY ATTACHED RESIDENTIAL
	R2 TWO TO FOUR FAMILY RESIDENTIAL
	R3 MEDIUM DENSITY RESIDENTIAL
	SPA SPRINGWOOD AVENUE REDEVELOPMENT AREA
	STAR STARS REDEVELOPMENT AREA
	WARA WASHINGTON AVENUE REDEVELOPMENT AREA
	WBA WATERFRONT BOARDWALK AREA
	WPRA WATERFRONT PRIME RENEWAL AREA

Prepared by the City of Asbury Park
Department of Planning and Redevelopment
January 2020



Attachment: B District and Deal Lake Overlay Zoning Map (002) (2020-115 : Authorizing Referral to The



**Asbury Park, New Jersey
ORDINANCE NO. 2020-XX**

**AN ORDINANCE OF THE CITY OF ASBURY PARK RE-ZONING CERTAIN
PROPERTIES AND ADOPTING AN UPDATED ZONING MAP.**

WHEREAS, the City of Asbury Park (the “City”) has previously adopted an official Zoning Map which identifies the location and boundaries of all real properties and all zoning districts that are located within the City, pursuant to Section 30-66.2 of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the Asbury Park Planning Board (the “Planning Board”) adopted a Master Plan and Master Plan Reexamination Report in December of 2017 which includes housing objectives and recommendations; and

WHEREAS, the Master Plan and Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects consistent with State standards, and adoption of a Housing Element and Fair Share Plan; and

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February of 2019 that recommended amendments to the City’s existing Land Development Regulations, along with amendments to various existing Redevelopment Plans, intended to promote and incentivize the creation of affordable housing units within the City; and

WHEREAS, in furtherance of the above, the Mayor and Council wish to re-zone certain properties that were previously located in the “B2 - Main Street Retail Sales and Service” district and the “NC – Neighborhood Commercial” district such that they will now be located in a new zoning district which is being established simultaneously herewith to be known as the “B – Business District”; and

WHEREAS, a listing of all of the properties which are subject to the said re-zoning are shown on Exhibit “A” attached hereto; and

WHEREAS, the Mayor and Council also wish to create an overlay district to be known as the “Deal Lake Drive Inclusionary Housing Overlay District,” which overlay will affect certain properties that are located within the existing “R3 – Medium Density Multifamily Residential Zone”; and

WHEREAS, a listing of all of the properties which will be subject to the “Deal Lake Drive Inclusionary Housing Overlay District” are set forth on the attached Exhibit “B”; and

WHEREAS, the City’s Department of Planning and Redevelopment has prepared an updated Zoning Map relating to the Zoning Districts and Redevelopment Areas located within the City, which reflects and incorporates the new zoning classifications as referenced above; and

WHEREAS, a copy of the updated and amended Zoning Map, dated January 2020, is attached hereto as Exhibit “C” and made a part hereof; and

WHEREAS, it is the desire of the Mayor and Council to re-zone and reclassify all of the properties set forth on the attached Exhibit “A” accordingly; and

WHEREAS, it is also the desire of the Mayor and Council to create the “Deal Lake Drive Inclusionary Housing Overlay District,” and to make said overlay applicable to the properties set forth in Exhibit “B”; and

WHEREAS, it is also the desire of the Mayor and Council to adopt the attached updated and amended Zoning Map so that it shall now represent the Official Zoning Map of the City pursuant to Section 30-66.2 of the Code of the City of Asbury Park and N.J.S.A. 40:55D-32.

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

Section 1. That the City hereby re-zones and reclassifies all of the properties identified on the attached Exhibit “A,” which were previously included in either the “B2 – Main Street Retail Sales and Service” Zoning District or the “NC – Neighborhood Commercial” Zoning District to the newly established “B – Business District”, which new District is being established simultaneously herewith.

Section 2. That the City hereby also creates the “Deal Lake Drive Inclusionary Housing Overlay District,” and hereby makes said overlay applicable to the properties set forth in Exhibit “B”.

Section 3. That, in accordance with N.J.S.A. 40:55D-32 and Section 30-66.2 of the Code of the City of Asbury Park, the City hereby approves and adopts the amended and updated Zoning Map which is attached hereto as Exhibit “C,” as prepared by the Department of Planning and Redevelopment and dated January 2020, to represent the Official Zoning Map of the City of Asbury Park.

Section 4. That the updated Zoning Map attached hereto as Exhibit “C” shall supersede any prior Zoning Maps heretofore adopted by the City.

Section 5. That the “B2 – Main Street Retail Sales and Service” and the “NC – Neighborhood Commercial” Zoning Districts are hereby eliminated and repealed in their entirety.

Section 6. That, following the adoption of this Ordinance, a copy of this Ordinance and the attached updated Zoning Map shall be filed with the Monmouth County Planning Board and the Monmouth County Clerk’s office in accordance with N.J.S.A. 40:55D-16.

Section 7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 8. That by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 9. That this Ordinance shall become effective upon final passage and publication in accordance with the law, but not until a copy of this Ordinance and the attached updated Zoning Map have been filed with the Monmouth County Planning Board and the Monmouth County Clerk’s office, pursuant to N.J.S.A. 40:55D-16.

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

CERTIFIED BY ME THIS _____ DAY OF _____, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

✓ Vote Record – Ordinance 2020-____						
☐ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	Eileen Chapman		☐	☐	☐	☐
☐ Defeated	Yvonne Clayton		☐	☐	☐	☐
☐ Tabled	Jesse Kendle		☐	☐	☐	☐
☐ Withdrawn	Amy Quinn		☐	☐	☐	☐
	John Moor		☐	☐	☐	☐

EXHIBIT “A”

EXHIBIT “B”

EXHIBIT “C”



**Asbury Park, New Jersey
ORDINANCE NO. 2020-XX**

**AN ORDINANCE OF THE CITY OF ASBURY PARK RE-ZONING CERTAIN
PROPERTIES AND ADOPTING AN UPDATED ZONING MAP.**

WHEREAS, the City of Asbury Park (the “City”) has previously adopted an official Zoning Map which identifies the location and boundaries of all real properties and all zoning districts that are located within the City, pursuant to Section 30-66.2 of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the Asbury Park Planning Board (the “Planning Board”) adopted a Master Plan and Master Plan Reexamination Report in December of 2017 which includes housing objectives and recommendations; and

WHEREAS, the Master Plan and Master Plan Reexamination Report recommended identification of inclusionary zoning opportunities, ensuring affordable housing units and projects consistent with State standards, and adoption of a Housing Element and Fair Share Plan; and

WHEREAS, the Planning Board adopted a Third Round Housing Element and Fair Share Plan in February of 2019 that recommended amendments to the City’s existing Land Development Regulations, along with amendments to various existing Redevelopment Plans, intended to promote and incentivize the creation of affordable housing units within the City; and

WHEREAS, in furtherance of the above, the Mayor and Council wish to re-zone certain properties that were previously located in the “B2 - Main Street Retail Sales and Service” district and the “NC – Neighborhood Commercial” district such that they will now be located in a new zoning district which is being established simultaneously herewith to be known as the “B – Business District”; and

WHEREAS, a listing of all of the properties which are subject to the said re-zoning are shown on Exhibit “A” attached hereto; and

WHEREAS, the Mayor and Council also wish to create an overlay district to be known as the “Deal Lake Drive Inclusionary Housing Overlay District,” which overlay will affect certain properties that are located within the existing “R3 – Medium Density Multifamily Residential Zone”; and

WHEREAS, a listing of all of the properties which will be subject to the “Deal Lake Drive Inclusionary Housing Overlay District” are set forth on the attached Exhibit “B”; and

WHEREAS, the City’s Department of Planning and Redevelopment has prepared an updated Zoning Map relating to the Zoning Districts and Redevelopment Areas located within the City, which reflects and incorporates the new zoning classifications as referenced above; and

WHEREAS, a copy of the updated and amended Zoning Map, dated January 2020, is attached hereto as Exhibit “C” and made a part hereof; and

WHEREAS, it is the desire of the Mayor and Council to re-zone and reclassify all of the properties set forth on the attached Exhibit “A” accordingly; and

WHEREAS, it is also the desire of the Mayor and Council to create the “Deal Lake Drive Inclusionary Housing Overlay District,” and to make said overlay applicable to the properties set forth in Exhibit “B”; and

WHEREAS, it is also the desire of the Mayor and Council to adopt the attached updated and amended Zoning Map so that it shall now represent the Official Zoning Map of the City pursuant to Section 30-66.2 of the Code of the City of Asbury Park and N.J.S.A. 40:55D-32.

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

Section 1. That the City hereby re-zones and reclassifies all of the properties identified on the attached Exhibit “A,” which were previously included in either the “B2 – Main Street Retail Sales and Service” Zoning District or the “NC – Neighborhood Commercial” Zoning District to the newly established “B – Business District”, which new District is being established simultaneously herewith.

Section 2. That the City hereby also creates the “Deal Lake Drive Inclusionary Housing Overlay District,” and hereby makes said overlay applicable to the properties set forth in Exhibit “B”.

Section 3. That, in accordance with N.J.S.A. 40:55D-32 and Section 30-66.2 of the Code of the City of Asbury Park, the City hereby approves and adopts the amended and updated Zoning Map which is attached hereto as Exhibit “C,” as prepared by the Department of Planning and Redevelopment and dated January 2020, to represent the Official Zoning Map of the City of Asbury Park.

Section 4. That the updated Zoning Map attached hereto as Exhibit “C” shall supersede any prior Zoning Maps heretofore adopted by the City.

Section 5. That the “B2 – Main Street Retail Sales and Service” and the “NC – Neighborhood Commercial” Zoning Districts are hereby eliminated and repealed in their entirety.

Section 6. That, following the adoption of this Ordinance, a copy of this Ordinance and the attached updated Zoning Map shall be filed with the Monmouth County Planning Board and the Monmouth County Clerk’s office in accordance with N.J.S.A. 40:55D-16.

Section 7. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 8. That by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 9. That this Ordinance shall become effective upon final passage and publication in accordance with the law, but not until a copy of this Ordinance and the attached updated Zoning Map have been filed with the Monmouth County Planning Board and the Monmouth County Clerk’s office, pursuant to N.J.S.A. 40:55D-16.

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

CERTIFIED BY ME THIS _____ DAY OF _____, 2020.

MELODY HARTSGROVE
DEPUTY CITY CLERK

✓ Vote Record – Ordinance 2020-_____						
☐ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	Eileen Chapman		☐	☐	☐	☐
☐ Defeated	Yvonne Clayton		☐	☐	☐	☐
☐ Tabled	Jesse Kendle		☐	☐	☐	☐
☐ Withdrawn	Amy Quinn		☐	☐	☐	☐
	John Moor		☐	☐	☐	☐

EXHIBIT “A”

PROPERTIES TO BE RE-ZONED TO THE "B – BUSINESS DISTRICT":

BLOCK	LOT	BLOCK	LOT	BLOCK	LOT
202	9	1205	6	1905	16
202	10	1205	7	1905	17
202	16	1205	8	2503	2
202	17	1205	9	2503	3
203	4	1501	2	2503	4
203	5	1501	3	2503	5
302	5	1502	1	2503	6
302	6	1601	2	2503	10
302	7	1601	3	2602	2
302	8	1601	5	2602	3
302	9	1601	6	2605	1
302	10	1601	7	2605	2
302	11	1601	8	2605	3
302	12	1601	9	2605	9
403	7	1601	10	2605	10
403	8	1601	11	2608	7
403	9	1602	21	2703	3
403	10	1603	1	2706	2
403	11	1603	2	2706	3
404	1	1603	3	2706	13
404	7	1603	35	2706	14
404	8	1603	36	2706	14.01
404	9	1603	37	2706	14.04
404	10	1605	1	2706	14.07
404	11	1605	29	2805	15
404	12	1606	14	2805	16
404	13	1606	15	3005	6
404	14	1801	1	3005	7
404	15	1801	47	3005	8
501	1	1801	48	5000	1
501	2	1801	49		
502	1	1801	50		
502	2	1801	51		
502	3	1801	52		
502	4	1901	4		
502	5	1902	9		
502	6	1902	10		
502	7	1902	14		
502	8	1902	15		
502	9	1902	16		
703	2	1903	16		
1205	1	1903	17		
1205	2	1903	18		
1205	3	1903	19		
1205	4	1905	14		
1205	5	1905	15		

EXHIBIT “B”

**PROPERTIES CURRENTLY LOCATED WITHIN THE "R3 – MEDIUM DENSITY MULTIFAMILY
RESIDENTIAL ZONE" WHICH SHALL ALSO BECOME SUBJECT TO THE "DEAL LAKE DRIVE
INCLUSIONARY HOUSING OVERLAY DISTRICT":**

BLOCK	LOT	QUAL	BLOCK	LOT	QUAL	BLOCK	LOT	QUAL
3703	1		3703	5.03	C0202	3703	5.45	C0605
3703	2		3703	5.04	C0203	3703	5.46	C0606
3703	3		3703	5.05	C0204	3703	5.47	C0607
3703	3.01	C0001	3703	5.06	C0205	3703	5.48	C0608
3703	3.02	C0101	3703	5.07	C0206	3703	5.49	C0609
3703	3.03	C0102	3703	5.08	C0207	3703	5.50	C0610
3703	3.04	C0103	3703	5.09	C0208	3703	5.51	C0701
3703	3.05	C0104	3703	5.10	C0209	3703	5.52	C0702
3703	3.06	C0105	3703	5.11	C0301	3703	5.53	C0703
3703	3.07	C0106	3703	5.12	C0302	3703	5.54	C0704
3703	3.08	C0107	3703	5.13	C0303	3703	5.55	C0705
3703	3.09	C0108	3703	5.14	C0304	3703	5.56	C0706
3703	3.10	C0201	3703	5.15	C0305	3703	5.57	C0707
3703	3.11	C0202	3703	5.16	C0306	3703	5.58	C0708
3703	3.12	C0203	3703	5.17	C0307	3703	5.59	C0709
3703	3.13	C0204	3703	5.18	C0308	3703	5.60	C0710
3703	3.14	C0205	3703	5.19	C0309	3703	5.61	C0801
3703	3.15	C0206	3703	5.20	C0310	3703	5.62	C0802
3703	3.16	C0207	3703	5.21	C0401	3703	5.63	C0803
3703	3.17	C0301	3703	5.22	C0402	3703	5.64	C0804
3703	3.18	C0302	3703	5.23	C0403	3703	5.65	C0805
3703	3.19	C0303	3703	5.24	C0404	3703	5.66	C0806
3703	3.20	C0304	3703	5.25	C0405	3703	5.67	C0807
3703	3.21	C0305	3703	5.26	C0406	3703	5.68	C0808
3703	3.22	C0306	3703	5.27	C0407	3703	5.69	C0809
3703	3.23	C0307	3703	5.28	C0408	3703	5.70	C0810
3703	3.24	C0401	3703	5.29	C0409	3703	5.71	C0901
3703	3.25	C0402	3703	5.30	C0410	3703	5.72	C0902
3703	3.26	C0403	3703	5.31	C0501	3703	5.73	C0903
3703	3.27	C0404	3703	5.32	C0502	3703	5.74	C0904
3703	3.28	C0405	3703	5.33	C0503	3703	5.75	C0905
3703	3.29	C0406	3703	5.34	C0504	3703	5.76	C0906
3703	3.30	C0407	3703	5.35	C0505	3703	5.77	C0907
3703	3.31	C0501	3703	5.36	C0506	3703	5.78	C0908
3703	3.32	C0502	3703	5.37	C0507	3703	5.79	C0909
3703	3.33	C0503	3703	5.38	C0508	3703	5.80	C0910
3703	3.34	C0504	3703	5.39	C0509	3703	5.81	C1001
3703	3.35	C0505	3703	5.40	C0510	3703	5.82	C1002
3703	3.36	C0506	3703	5.41	C0601	3703	5.83	C1003
3703	5		3703	5.42	C0602	3703	5.84	C1004
3703	5.01	C0101	3703	5.43	C0603	3703	5.85	C1005
3703	5.02	C0102	3703	5.44	C0604	3703	5.86	C1006

BLOCK	LOT	QUAL	BLOCK	LOT	QUAL	BLOCK	LOT	QUAL
3703	5.87	C1007	3704	2.22	C0306	3704	2.68	C0708
3703	5.88	C1008	3704	2.23	C0307	3704	2.69	C0709
3703	5.89	C1009	3704	2.24	C0308	3704	2.70	C0710
3703	5.90	C1010	3704	2.25	C0309	3704	2.71	C0801
3703	5.91	C1101	3704	2.26	C0310	3704	2.72	C0802
3703	5.92	C1102	3704	2.27	C0311	3704	2.73	C0803
3703	5.93	C1103	3704	2.28	C0401	3704	2.74	C0804
3703	5.94	C1104	3704	2.29	C0402	3704	2.75	C0805
3703	5.95	C1105	3704	2.30	C0403	3704	2.76	C0806
3703	5.96	C1106	3704	2.31	C0404	3704	2.77	C0807
3703	5.97	C1107	3704	2.32	C0405	3704	2.78	C0808
3703	5.98	C1108	3704	2.33	C0406	3704	2.80	C0809
3703	5.99	C1109	3704	2.34	C0407	3704	2.81	C0810
3703	5.100	C1110	3704	2.35	C0408	3704	2.82	C0811
3703	5.101	C1201	3704	2.36	C0409	3704	6	
3703	5.102	C1202	3704	2.37	C0410	3705	1	
3703	5.103	C1203	3704	2.38	C0411	3705	2	
3703	5.104	C1204	3704	2.39	C0501	3705	3	
3703	5.105	C1205	3704	2.40	C0502	3705	4	
3703	5.106	C1206	3704	2.41	C0503	3705	5	
3703	5.107	C1207	3704	2.42	C0504	3705	6	
3703	5.108	C1208	3704	2.43	C0505	3705	7	
3703	5.109	C1209	3704	2.44	C0506	3705	7.101	C0002
3703	5.110	C1210	3704	2.45	C0507	3705	7.102	C0001
3704	1		3704	2.46	C0508	3705	7.103	C0004
3704	2		3704	2.47	C0509	3705	7.104	C0003
3704	2.01	C0101	3704	2.48	C0510	3705	7.105	C0006
3704	2.02	C0102	3704	2.49	C0511	3705	7.106	C0005
3704	2.03	C0103	3704	2.50	C0601	3705	7.107	C0008
3704	2.04	C0104	3704	2.51	C0602	3705	7.108	C0007
3704	2.05	C0105	3704	2.52	C0603	3705	7.109	C0010
3704	2.06	C0201	3704	2.53	C0604	3705	7.110	C0009
3704	2.07	C0202	3704	2.54	C0605	3705	7.111	C0012
3704	2.08	C0203	3704	2.55	C0606	3705	7.112	C0011
3704	2.09	C0204	3704	2.56	C0607	3705	7.113	C0014
3704	2.10	C0205	3704	2.57	C0608	3705	7.114	C0013
3704	2.11	C0206	3704	2.58	C0609	3705	7.115	C0016
3704	2.12	C0207	3704	2.59	C0610	3705	7.116	C0015
3704	2.14	C0208	3704	2.60	C0611	3705	7.201	C0018
3704	2.15	C0209	3704	2.61	C0701	3705	7.202	C0017
3704	2.16	C0210	3704	2.62	C0702	3705	7.203	C0020
3704	2.17	C0301	3704	2.63	C0703	3705	7.204	C0019
3704	2.18	C0302	3704	2.64	C0704	3705	7.205	C0022
3704	2.19	C0303	3704	2.65	C0705	3705	7.206	C0021
3704	2.20	C0304	3704	2.66	C0706	3705	7.207	C0024
3704	2.21	C0305	3704	2.67	C0707	3705	7.208	C0023

BLOCK	LOT	QUAL
3705	7.209	C0026
3705	7.210	C0025
3705	7.211	C0028
3705	7.212	C0027
3705	7.301	C0029
3705	7.302	C0030
3705	7.303	C0032
3705	7.304	C0031
3705	7.305	C0034
3705	7.306	C0033
3705	7.307	C0036
3705	7.308	C0035
3705	7.309	C0038
3705	7.310	C0037
3705	7.401	C0040
3705	7.402	C0039
3705	7.403	C0042
3705	7.404	C0041
3705	7.405	C0044
3705	7.406	C0043
3705	7.407	C0046
3705	7.408	C0045
3705	7.409	C0048
3705	7.410	C0047
3705	7.411	C0050
3705	7.412	C0049
3705	7.413	C0052
3705	7.414	C0051
3705	7.415	C0054
3705	7.416	C0053
3705	7.501	C0001
3705	7.502	C0002
3705	7.503	C0003
3705	7.504	C0004
3705	7.505	C0005
3705	7.506	C0006
3705	7.507	C0007
3705	7.508	C0008
3705	7.509	C0009
3705	7.510	C0010
3705	7.511	C0011
3705	7.512	C0012
3705	7.513	C0013
3705	7.514	C0014
3705	7.515	C0015
3705	7.516	C0016

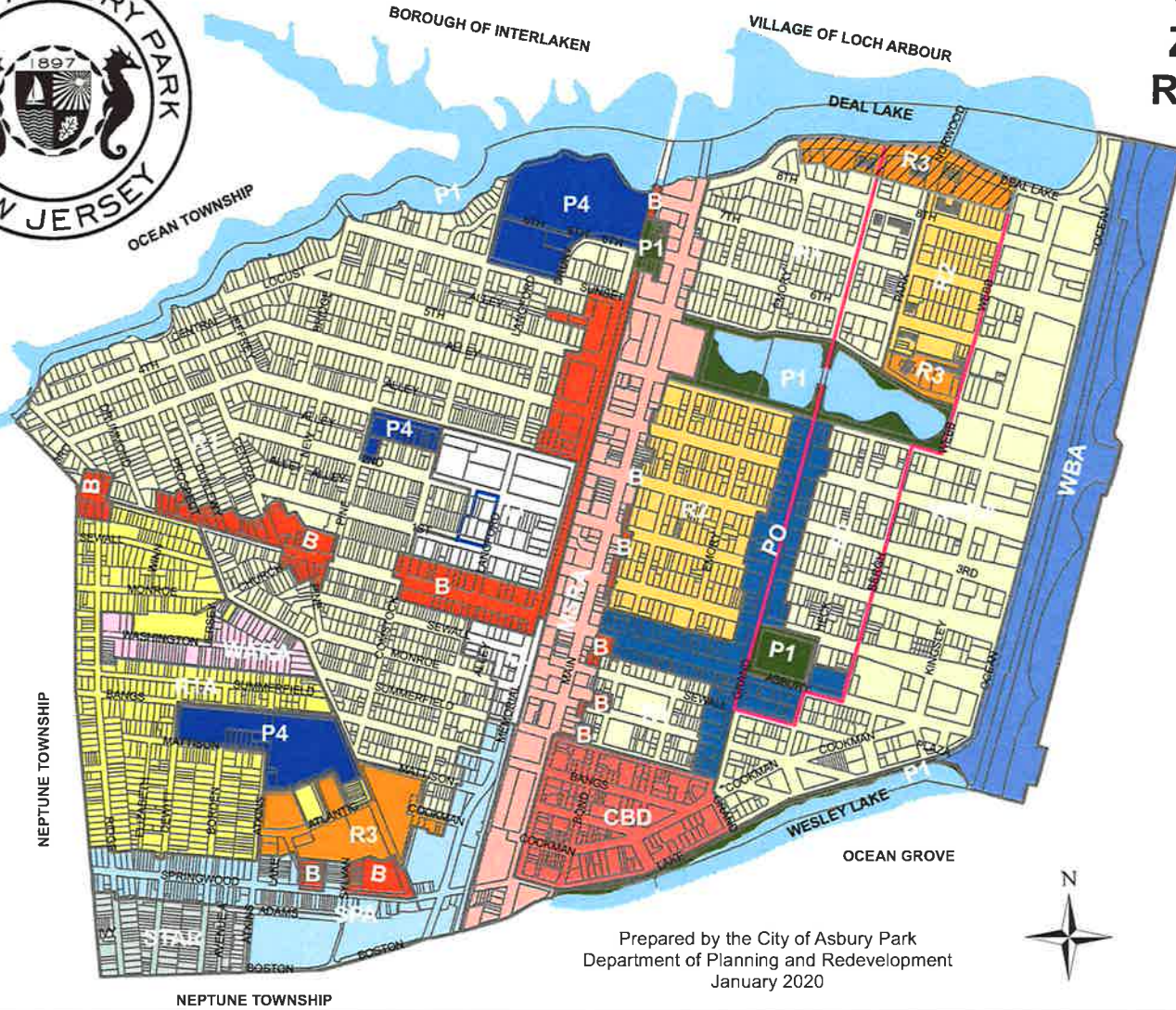
BLOCK	LOT	QUAL
3705	7.517	C0017
3705	7.518	C0018
3705	7.519	C0019
3705	7.520	C0020
3705	7.521	C0021
3705	7.522	C0022
3705	7.523	C0023
3705	7.524	C0024
3705	7.525	C0025
3705	7.526	C0026
3705	7.527	C0027
3705	7.528	C0028
3705	7.529	C0029
3705	7.530	C0030
3705	7.531	C0031
3705	7.532	C0032
3705	7.533	C0033
3705	7.534	C0034
3705	7.535	C0035
3705	7.536	C0036
3705	7.537	C0037
3705	10	
3705	10.01	C0101
3705	10.02	C0201
3705	10.03	C0202
3705	10.04	C0203
3705	10.05	C0204
3705	10.06	C0205
3705	10.07	C0301
3705	10.08	C0302
3705	10.09	C0303
3705	10.10	C0304
3705	10.11	C0305
3705	10.12	C0401
3705	10.13	C0402
3705	10.14	C0403
3705	10.15	C0404
3705	10.16	C0405
3705	10.17	C0501
3705	10.18	C0502
3705	10.19	C0503
3705	10.20	C0504
3705	10.21	C0505
3705	10.22	C0601
3705	10.23	C0602
3705	10.24	C0603

BLOCK	LOT	QUAL
3705	10.25	C0604
3705	10.26	C0605
3705	10.27	C0001
3705	10.28	C0002
3705	10.29	C0003
3705	10.30	C0004
3705	10.31	C0005
3705	10.32	C0006
3705	10.33	C0007
3705	10.34	C0008
3705	10.35	C0009
3705	10.36	C0010
3705	10.37	C0011
3705	10.38	C0012
3705	10.39	C0013
3705	10.40	C0014
3705	10.41	C0015
3705	10.42	C0016
3705	10.43	C0017
3705	10.44	C0018
3705	10.45	C0019
3705	10.46	C0020
3705	11	
3705	12	
3705	13	
3705	14	

EXHIBIT “C”



CITY OF ASBURY PARK ZONING DISTRICTS AND REDEVELOPMENT AREAS



- ZONING DISTRICTS AND REDEVELOPMENT AREAS**
- DEAL LAKE DRIVE INCLUSIONARY HOUSING DISTRICT
 - WRIA WATERFRONT RENOVATION INFILL AREA
 - 1101 FIRST AVE REDEVELOPMENT AREA
 - B BUSINESS DISTRICT
 - CBD CENTRAL BUSINESS DISTRICT REDEVELOPMENT AREA
 - LI LIGHT INDUSTRIAL
 - MSRA MAIN STREET REDEVELOPMENT AREA
 - P1 PARKS
 - P4 SCHOOLS
 - PO PROFESSIONAL OFFICE
 - R1 SINGLE FAMILY RESIDENTIAL
 - R1A SINGLE FAMILY ATTACHED RESIDENTIAL
 - R2 TWO TO FOUR FAMILY RESIDENTIAL
 - R3 MEDIUM DENSITY RESIDENTIAL
 - SPA SPRINGWOOD AVENUE REDEVELOPMENT AREA
 - STAR STARS REDEVELOPMENT AREA
 - WARA WASHINGTON AVENUE REDEVELOPMENT AREA
 - WBA WATERFRONT BOARDWALK AREA
 - WPRA WATERFRONT PRIME RENEWAL AREA

Prepared by the City of Asbury Park
Department of Planning and Redevelopment
January 2020



**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2020-3**

**BOND ORDINANCE PROVIDING FOR THE
CONSTRUCTION OF A PARKING GARAGE AT THE
TRANSPORTATION CENTER OF CITY HALL – PHASE I
(A TRANSPORTATION UTILITY IMPROVEMENT), BY
AND IN THE CITY OF ASBURY PARK, IN THE COUNTY
OF MONMOUTH, STATE OF NEW JERSEY;
APPROPRIATING \$1,000,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$1,000,000 IN BONDS
OR NOTES TO FINANCE THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY
OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not
less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:****

SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a Transportation Utility improvement or purpose to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$1,000,000 from the Transportation Utility of the City, said sum being inclusive of all appropriations heretofore made therefor. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), no down payment is required as the Transportation Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof, negotiable bonds of the Transportation Utility of the City are hereby authorized to be issued in the principal amount of \$1,000,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said

improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$1,000,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is the Construction of a Parking Garage at the Transportation Center of City Hall - Phase I (A Transportation Utility Improvement) in and for the City to be located at Block 2408, Lot 1 on the Official Tax Map of the City, and including, but not limited to, as applicable, the construction of approximately 576± parking space garage, demolition, debris removal, testing, improvements to associated parking areas, roadways, sidewalks, curbing, lighting and any other associated site work and real property improvements, and all fixtures and equipment necessary in connection with said parking garage.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$1,000,000.

(c) The estimated cost of said improvement or purpose is \$1,000,000.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, surveying, inspections, all engineering and design work, architectural work, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto .

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid

to the City, for the improvement and purpose authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale

and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Transportation Utility of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs of the Transportation Utility as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the City may lawfully undertake as a Transportation Utility improvement or purpose, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvement or purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 40 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Deputy Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,000,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$1,000,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

SECTION 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the

purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: February 26, 2020

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: March 11, 2020

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2020.

JOHN MOOR
Mayor

**CITY OF ASBURY PARK
PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on February 26, 2020. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County on Wednesday, March 11, 2020, at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF A
PARKING GARAGE AT THE TRANSPORTATION CENTER OF CITY HALL
- PHASE I (A TRANSPORTATION UTILITY IMPROVEMENT), BY AND IN

THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,000,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF

Purpose(s):

Construction of a Parking Garage at the Transportation Center of City Hall - Phase I (A Transportation Utility Improvement) in and for the City to be located at Block 2408, Lot 1 on the Official Tax Map of the City, and including, but not limited to, as applicable, the construction of approximately 576± parking space garage, demolition, debris removal, testing, improvements to associated parking areas, roadways, sidewalks, curbing, lighting and any other associated site work and real property improvements, and all fixtures and equipment necessary in connection with said parking garage.

Appropriation:

\$1,000,000

Bonds/Notes

\$1,000,000

Authorized:

Grants

None

Appropriated:

Section 20

\$1,000,000

Costs:

Useful Life:

40 years

MELODY HARTSGROVE

Deputy Clerk of the City of Asbury Park

**CITY OF ASBURY PARK
PUBLIC NOTICE
BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City of Asbury Park, in the County of Monmouth, State of New Jersey on March 11, 2020, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF A PARKING GARAGE AT THE TRANSPORTATION CENTER OF CITY HALL - PHASE I (A TRANSPORTATION UTILITY IMPROVEMENT), BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,000,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF
Purpose(s):	Construction of a Parking Garage at the Transportation Center of City Hall - Phase I (A Transportation Utility Improvement) in and for the City to be located at Block 2408, Lot 1 on the Official Tax Map of the City, and including, but not limited to, as applicable, the construction of approximately 576± parking space garage, demolition, debris removal, testing, improvements to associated parking areas, roadways, sidewalks, curbing, lighting and any other associated site work and real property improvements, and all fixtures and equipment necessary in connection with said parking garage.
Appropriation:	\$1,000,000
Bonds/Notes Authorized:	\$1,000,000
Grants	None
Appropriated: Section 20	\$1,000,000
Costs:	
Useful Life:	40 years

MELODY HARTSGROVE
Deputy Clerk of the City of Asbury Park

CERTIFICATE OF INTRODUCTION

I, the undersigned Deputy Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on February 26, 2020 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2020.

(SEAL)

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Deputy Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract

from the Minutes of a meeting of the governing body of the City duly called and held on March 11, 2020 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, in said County, and that the following was the roll call:

Present:

Absent:

I DO FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2020.

(SEAL)

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Deputy Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on February 26, 2020 and finally adopted on March 11, 2020 and approved by the Mayor, as applicable, on _____, 2020.

2. After introduction, the bond ordinance was published as required by applicable law on _____, 2020 in the _____ (name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the City. Copies of the bond ordinance were made available to all who requested same.

4. After final adoption, the bond ordinance was duly approved by the Mayor of the City (if applicable) and duly published as required by law on _____, 2020 in the _____ (name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the City or to me or filed in my office within twenty (20) days after said publication or at any other time after the final adoption thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2020.

(SEAL)

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Deputy Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of February 26, 2020, that such Supplemental Debt Statement was filed in my

office on February 26, 2020 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs prior to March 11, 2020.

MELODY HARTSGROVE,
Deputy Clerk of the City of Asbury Park

DATED: March 25, 2020

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2020

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2020-4**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Director of Transportation on a continuous basis; and

WHEREAS, the Board of Education of the City of Asbury Park has adopted a resolution in favor of modifying the parking restrictions surrounding the Thurgood Marshall Elementary School; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

§ 7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

[2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015--28; Ord. No. 2017-42; Ord. No. 2018-38]

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for.

Name of Street	Sides	Location
Emory Street [Ord. No. 2017-42]	West	Beginning at a point 48 feet from the southwest corner of Monroe Avenue and Emory Street and extending 70 feet southerly on Emory Street
Monroe Avenue	b. South	From the easterly curbline of Bond Street to a point 200 feet east
	c. South	Beginning at a point 125 feet from the southeast corner of Monroe Avenue and Bond Street and extending 168 feet easterly on Monroe Avenue
	d. South	Beginning at a point 44 feet from the southwest corner of Monroe Avenue and Emory Street and extending 65 feet westerly on Monroe Avenue

§ 7-14 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

[2000 Code § 7-14; Ord. No. 1197 § 1; Ord. No. 2012 § 1; Ord. No. 2062 § 1; Ord. No. 2243 § 1; Ord. No. 2253 § 1; Ord. No. 2299 § 1; Ord. No. 2320 § 1; Ord. No. 2342 § 1; Ord. No. 3057; Ord. No. 3058; Ord. No. 2018-19; Ord. No. 2018-28; 5-8-2019 by Ord. No. 2019-18]

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described, except where other parking regulations have been provided for.

Monday Through Friday			
Name of Street	Sides	Hours	Location
Emory Street	West	6:00 am to 7:00 pm	Beginning at a point 48 feet from the southwest corner of Monroe Avenue and Emory Street and extending 70 feet southerly on Emory Street
Monroe Avenue	South	6:00 am to 7:00 pm	Beginning at a point 125 feet from the southeast corner of Monroe Avenue and Bond Street and extending 168 feet easterly on Monroe Avenue

I, MELODY HARTSGROVE, Deputy City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2020-4 which was finally adopted by the City Council at a meeting held on the 25th day of March, 2020

MELODY HARTSGROVE
DEPUTY CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 26, 2020
WORK SESSION

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 6:10 PM.

Springwood Avenue Harmony: The Unique Musical Legacy of Asbury Park's West Side

Charles and Pamela Horner, Music Historians presented Mayor and Council with the first published copy of their book The Unique Musical Legacy of Asbury Parks West Side.

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

City Manager Vieiro, stated no matters at this time.

Items to be presented by: Deal Lake Commission

1. Water Quality and Restoration 319 Grant

The Deal Lake Commission conducted a presentation of the Water Quality and Restoration 319 Grant to Mayor and Council.

Review of Agenda Items for February 26th Regular Meeting

City Manager Vieiro, reviewed the agenda items for the February 26th regular meeting with Mayor & Council.

Matters from City Council

Council Member Chapman, stated the Asbury Park Public Library is having a book lovers club starting on February 26th at 5:30 pm and will meet on every fourth Wednesday of the month.

Utility Assistance Day will be on Wednesday March 4, from 4-7PM at the Salvation Army 605 Asbury Ave, EITC is a cash-back tax credit.

Council Member Clayton, stated Dog Licenses are due by March 1, 2020 any licenses issued after that are subject to a \$10.00 late fee, spayed/neutered dog is \$15.00 and non-spayed/neutered is \$18.00. Get you taxes done for free at the Library Fridays from 9-11:30 am and Saturdays from 10-2 pm.

Council Member Kendle, stated Annual The Fashion show was a great success and wanted to thank the Committee, Council and all who participated. The deadline to apply for Special Law Enforcement Officer Class 1 is February 29th.

Deputy Mayor Quinn, stated Asbury Park Beach Utility is hiring full and part time , paid training, competitive pay, apply online.

Mayor Moor, stated Saturday February 29th at Second Baptist Church for a Cooking with Heart a demo with samples this is part of Mayor Wellness along side of Hackensack Meridian Health. Mayor Moor announced we will be taking a short break and the regular meeting will begin in about eight minutes.

Matters from City Manager

City Manager Vieiro, stated no matters at this time.

Matters from City Attorney

City Attorney Raffetto, stated no matters at this time.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, February 26, 2020
REGULAR MEETING

Executive Session - 3:30 p.m.

2020-102 Resolution Authorizing a meeting which excludes the public

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

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

Deputy City Clerk Melody Hartsgrove called the meeting to order at 7:10 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public. All in favor.

The following members of the public spoke: Ernest Mignoli, Daniel Harris, Rita Marano, Louise Murray and Keith Morrell.

MINUTES

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

1. Minutes of February 12, 2020 4:00 PM

2. Municipal Council - Work Session - Feb 12, 2020 6:00 PM
3. Municipal Council - Regular Meeting - Feb 12, 2020 7:00 PM

CONSENT AGENDA RESOLUTIONS

INDIVIDUAL RESOLUTIONS

2020-103 Resolution Approving Payment of Bills

Council Member Chapman abstained from 20-00278.

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

2020-104 Resolution Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

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

2020-105 Resolution Authorizing the Purchase of Electricity

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

2020-106 Resolution Authorizing Purchase of Ammunition and Targets for the Police Department

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

2020-107 Resolution Authorizing the Purchase of an Ambulance Disinfection System

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

2020-108 Resolution Authorizing the Purchase two Kubota Litter Scooters for the Beach Department

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

2020-109 Awarding a contract for Command Training for the Fire Department

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

2020-110 Awarding Bid for Traffic Stripping

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

2020-111 Rejecting RFQ Proposals for Affordable Housing Administrative Agent

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

2020-112 Resolution Authoring a Professional Services Contract for Sewer Connection Fee Study

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

2020-113 Appointing Shore Point Architecture to Provide Architectural Services for the Fire Station and Authorizing the Award of a Non-Fair and Open Professional Service Contract

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

2020-114 Resolution Authorizing the Submission and Acceptance of Grant Applications for the 2020 COPS-IN-SHOPS Summer Shore Initiative

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

2020-115 Resolution Authorizing Referral to The Planning Board of Various Affordable Housing Ordinances and Amendments to The Zoning Ordinance and The Main Street, Central Business District and Springwood Avenue Redevelopment Plans, Which Are Designed to Effectuate the City's Adopted 2019 Third Round Housing Element and Fair Share Plan, Along with A Proposed Revised Official Zoning Map.

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

ORDINANCES

Introduction

2020-3 Bond Ordinance Providing for The Construction of a Parking Garage at The Transportation Center of City Hall – Phase I (A Transportation Utility Improvement), By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$1,000,000 Therefor and Authorizing the Issuance of \$1,000,000 In Bonds or Notes to Finance the Cost Thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/25/2020 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-4 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/25/2020 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

ADJOURNMENT

The meeting was adjourned at 7:30 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk