Agenda
Meeting of the Municipal Council
Wednesday, February 8, 2023
REGULAR MEETING 6:00 PM

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

2023-112 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 1012 Asbury Avenue
2. 1201 Memorial Drive

B. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items to be Presented:

1. Presentation by the Environmental Shade Tree Commission -City Street Tree Replacement Needs 2023

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting January 25, 2022 4:00 PM
- Municipal Council - Regular Meeting - Jan 25, 2023 6:00 PM

C. Consent Agenda Resolutions

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

2023-113 Resolution Amending Temporary Budget Appropriations for 2023 Budget

2023-115 Resolution to Refund Overpaid Property Taxes 510 Asbury Avenue (Block 3201, Lot 5)

D. Individual Resolutions

2023-116 Resolution Approving Payment of Bills

2023-117 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2022 Budget

2023-118 Resolution Authorizing the Purchase of Heat Air Handlers at the Wastewater Treatment Plant

2023-119 Resolution Authorizing the Purchase of an Email Archiving Appliance

2023-120 Resolution Authorizing the Replacement of the Cooled Chillers at the Municipal Building

2023-121 Resolution Authorizing an Annual HVAC Preventative Maintenance Agreement with Air System Maintenance

2023-122 Resolution Authorizing an Influent PS Backup Bypass Pump System Rental Needed at the Wastewater Treatment Plant

2023-123 Resolution Authorizing the Annual Renewal of Adobe

2023-125 Resolution Awarding Bid for Printing Services

2023-126 Resolution Awarding of a Contract to The Ambient Group, LLC for the Wastewater Treatment Plant Underground Storage Tank Removal

2023-127 Resolution Awarding Contract to Vortex Aquatic Structures International Inc. for the Purchase and Installation of Equipment for the Water Spray Park with Community Development Block Grant (CDBG) Funding

2023-128 Resolution Authorizing the Execution of a Shared Service Agreement with the County of Monmouth for Dispatch Services

2023-129 Resolution for permission to apply for FY 2022 FEMA Assistance to Firefighters Grant Program (AFG) Grant

2023-130 Resolution Establishing Regulations For The 2023 Beach Season

2023-131 Resolution To Ratify The International Federation Of Professional And Technical Engineers (I.F.P.T.E.) Union Contract

E. Ordinances

1. Introduction

2023-7 Ordinance of the City of Asbury Park Authorizing the Execution of a Financial Agreement with 202/204 7th Avenue Urban Renewal, LLC Concerning property Located at block 4201, Lot 4.01 (Formally Lots 3 and 4) on The Tax Map of The City of Asbury Park and Granting A Tax Exemption

2023-8 Ordinance of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4201, Lot 4.01 (Formerly, Lots 3 And 4) (Rhythm Asbury Park) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

2023-9 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 10, Entitled “Special Duty Assignments,” Of Article V, “Departments And Divisions,” Of Chapter 2, “Administration,” Of “The Code Of The City Of Asbury Park

2. Second Reading/Public Hearing

2023-6 Ordinance To Extinguish The Reverter In The Deed For The Property Commonly Known As 900-901 Mattison Avenue, Asbury Park, New Jersey Block 603, Lot 3, aka Block 66, Lot 13

F. Adjournment

RESOLUTION NO. 2023-112

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 8, 2023 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. 1012 Asbury Avenue
2. 1201 Memorial Drive

B. 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.

LISA ESPOSITO
CITY CLERK

City Street Tree Replacement Needs 2023

Asbury Park Environmental Shade Tree Commission

2022 Tree Removal & Maintenance Survey

- 65 Trees have been removed/cut down by the city
  - o Many trees were infested by beech tree borer
  - o Others diseased or storm damaged and at risk of falling
- o 28 Trees have been trimmed by the city
- o Add anything about the number of trees paid for and planted by the APESTC?

Replacement Tree Considerations

- Plant the right tree in the right place
  - o Trees planted under utility lines should grow to a maximum height of 25’
  - o Trees planted on narrow streets with narrow aprons (e.g., Bond and Emory St) should have a narrow profile such as Armstrong Maple (if no overhead wires) or Trident Maple (if planted under overhead wires)
  - o Trees on east side closer to ocean should be tolerant of salt and wind
  - o Trees should require minimal maintenance
    - o Drought tolerant, disease and pest resistant, and require little pruning once established (avoid trees that grow as bushes that need to be pruned annually to maintain shape
  - o Trees with large, round seeds should be avoided along sidewalks (e.g., Sweet gum)
- o Most trees should be planted in the springtime. Partner with homeowners for watering needs

New Tree Vendor needed

- Current vendor (Gasko) has limited selection and supply of trees. Available stock is limited to ornamental trees used by homeowners in landscapes. In order to plant the right trees in the right place, we need a vendor that can provide appropriate street trees,
- Two other potential vendors have been identified:
  - Tidbury Creek Farms & Nursery
  - Ocean Wholesale Nursery
  - Trees are priced at $175-$225/tree

Note: While initial tree price is slightly higher than price of ornamental trees, planting appropriate tree for location will save Asbury Park thousands of dollars in the future by avoiding unnecessary costs of trimming trees back from power lines and buildings

Survey of Trees Needed and Budget

Eastside (includes Bergh, Heck, Grand, Bond, 1st, 3rd, 4th, 5th, 7th, Monroe, Asbury, Main)

- 18 small trees (max height 30') and 36 Tall Trees

Westside (includes Sunset, Bridge, Dunlewy, Central, Comstock, Springwood, 2nd and 4th)

- 7 small trees and 6 tall trees

Approximate tree budget:

25 small trees and 42 tall trees: 67 trees * $200/tree= $13,400.

67 bags of compost @ $2.50 each= $167.50

134 bags of much @$2.50 each=$335.00

67 watering bags @$11 each= $737

~Budget (trees and supplies)$14,740

Next Steps

- With City Councils approval, request quotes from identified vendors
- City Council commitment to remove all stumps and aid in digging holes
- APESTC to seek additional volunteers to accomplish tree planting in spring time frame
- ????? other

Minutes
Meeting of the Municipal Council
Wednesday, January 25, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-92 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:07 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

1. Presentation by Matt Doherty of TAPinto

Matt Doherty of TAPinto presented an award of beach badges for a shopping local competition in Asbury Park.

2. Presentation by Diane Shelton of Interfaith Neighbors - Springwood Avenue Plaque Project
Diane Shelton of Interfaith Neighbors presented the Springwood Avenue Plaque Project

3. Presentation by Monmouth County Prosecutor's Office for Recovery Diversion Program Expansion Asbury Park
Assistant Prosecutor, Lindsay Ashwal of the Monmouth County Prosecutor's Office presented a Recovery Diversion Program Expansion for Asbury Park.

4. Presentation by PHM Sunset Square LLC for townhouse development at 205 Sunset Avenue and 1401 Kingsley Street, Block 4205, Lots 2 and 3.
Representatives of PHM Sunset Square presented a plan for a development project (Pulte) regarding property located at 205 Sunset Avenue and 1401 Kingsley Street, Block 4205, Lots 2 and 3.

Matters from City Council
Council member Ahbez-Anderson stated, I don't have anything to report other than to say Hi to all of you and thank you for coming out on this rainy evening, and have good night.

Council member Chapman stated, I just wanted to remind everyone that swimming lessons are beginning on Saturday at the Boys & Girls Club. The swimming lessons are available for adults, boys and girls, the fee is $25 person, Asbury Park residents only. If you would like to sign up you can call Leesha Floyd right here at City Hall.

Council member Clayton stated, in observance of Black History Month, the City of Asbury Park will be providing prepared To-Go hot lunches. The days will be Saturday, February 4th and they will be distributed at the Asbury Park Public Library between the hours of 12:00pm - 2:00pm., and on Saturday February 11th the will be distributed at the same hours but at the Asbury Park Senior Center, it's on the corner of Springwood and Atkins, from 12:00pm - 2:00pm or as long as the meals last. Come early and they will be catered by At The Table. Come out and take advantage of this opportunity.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

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

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

<u>PUBLIC PARTICIPATION</u>

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: John Kaplow made a comment about APTV and application appointments; Rita Marano made a comment about the 2023 Asbury Park City Calendar and Interfaith Neighbors' taxes; Alexander Krasutsky made a comment about the Pulte Project workshop presentation; Jennifer Souder made a comment about the Springwood Avenue Rising plaque project workshop presentation; Diane Shelton made a comment about affordable housing; Sharon Whittaker made a comment about She Connects LLC, and an initiative to host a reading for Black History Month; Paul McEvily made a comment about Interfaith Neighbors, and the Springwood Avenue Rising plaque project workshop presentation; and John Hall made a comment about Bond Ordinance 2023-5.
A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting January 11, 2023 4:00 PM

2. Municipal Council - Regular Meeting - Jan 11, 2023 6:00 PM**Accepted**

CONSENT AGENDA RESOLUTIONS

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

2023-93 Resolution to Adjust Sewer Charges on Various Accounts

2023-94 Resolution to Appoint a Fund Commissioner

2023-95 Resolution Authorizing Appointments to Code Enforcement/Quality of Life Committee

INDIVIDUAL RESOLUTIONS

2023-96 Resolution Approving Payment of Bills

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

2023-97 Resolution Amending Temporary Budget Appropriations for 2023 Budget

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

2023-98 Resolution Authorizing the Purchase of Lighting Equipment and Supplies for Various Locations

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

2023-99 Resolution Authorizing the Renewal of Office 365 Software

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

2023-100 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

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

2023-101 Resolution Authorizing Payment to the Mercy Center for Public Facility Upgrades through Community Block Grant (CDBG) Funding

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

2023-102 Resolution Authorizing Funding to Coastal Habitat for Humanity for the Administering of Home Repair and Renovation Program with Community Development Block Grant (CDBG) Funding

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

2023-103 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of RAB Administration

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

2023-104 Resolution Authorizing a Professional Services Contract to The Rodger's Group for Police Accreditation

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton
NAYS:	Amy Quinn, John Moor

2023-105 Resolution Authorizing Execution Of A Shared Services Agreement With TOSA to Provide Technical Rescue Services

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

2023-106 Resolution Authorizing Execution Of A Shared Services Agreement With Two Rivers Water Reclamation Authority for Technical Rescue Services

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

2023-107 Resolution Amending a Contract with Warshauer Generator for the Installation of a Generator at the WWTP

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

2023-108 Resolution Amending Resolution 2022-425 Authorizing a Contract for the Removal and Replacement of Sanitary Sewer Manholes with Community Development Block Grant (CDBG) Funding

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

2023-109 Resolution Accepting An Agreement Modification Of A Safe Routes to School Grant And Associated Design Assistance From NJDOT And Authorizing Signatories

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

2023-110 Resolution Rescinding Resolution No. 2022-193, And Authorizing The City Of Asbury Park To Enter Into An Updated "Third Memorandum Of Understanding" With SQF, LLC Relating To The Removal And Replacement Of Certain City-Owned Utility Poles

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

2023-111 Resolution Appointing Members To The "CCRB Exploratory Committee"

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

ORDINANCES

Introduction

2023-6 Ordinance To Extinguish The Reverter In The Deed For The Property Commonly Known As 900-901 Mattison Avenue, Asbury Park, New Jersey Block 603, Lot 3, aka Block 66, Lot 13

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 2/8/2023 6:00 PM**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Second Reading/Public Hearing

2023-1 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K. Hovnanian's Baltic At Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4003 Lots 1, 2 And 16 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

A motion to open 2023-1 to the public was made by Council member Chapman and seconded by Council member Clayton. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-1 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-2 Ordinance Of The City Of Asbury Park Authorizing The Execution Of A Financial Agreement With K Hovnanian's Cove At Asbury Park Urban Renewal, LLC K. Hovnanian's Aegean At Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4003 Lots 12, 13 And 14 On The Tax Map Of The City Of Asbury Park And Granting A Tax Exemption

A motion to open 2023-2 to the public was made by Council member Ahbez-Anderson and seconded by Council member Chapman. All were favor. The following members of the public spoke: Rita Marano. A motion to close 2023-2 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

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

2023-3 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 1, 2 And 16 (Baltic) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

A motion to open 2023-3 to the public was made by Council member Chapman and seconded by Mayor Moor. All were favor. The following members of the public spoke: Rita Marano.
A motion to close 2023-3 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-4 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4003, Lots 12, 13 And 14 (Aegean) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

A motion to open 2023-4 to the public was made by Council member Chapman and seconded by Council member Clayton. All were favor. The following members of the public spoke: Rita Marano.
A motion to close 2023-4 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-5 BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 2018-57 (WHICH PROVIDES FOR ACQUISITION OF AND THE PAYMENT OF THE PURCHASE PRICE OF REAL PROPERTY AND CONSTRUCTION OF A FIRE HOUSE) HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, ON DECEMBER 27, 2018, TO AMEND THE DESCRIPTION, INCREASE THE APPROPRIATION BY $18,500,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY $17,619,047

A motion to open 2023-5 to the public was made by Council member Chapman and seconded by Mayor Moor. All were favor. The following members of the public spoke: Rita Marano, and Alexander Krasutsky. A motion to close 2023-5 to the public was made by Council member Chapman and seconded by Council member Ahbez-Anderson. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:01 PM

A motion to close the meeting was made by Council member Chapman and seconded Deputy Mayor Quinn. Meeting adjourned at 8:01 PM.

Respectfully submitted by:

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Lisa Esposito, City Clerk

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-113
Increase to temporary budget prior to budget adoption.

	from	to
Sewer Operating Fund:		
American Rescue Plan Funds	$ 0	$553,791

RESOLUTION NO. 2023-113

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2023 BUDGET

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

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2023 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2023 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	From	To
Sewer Operating Fund:		
American Rescue Plan Funds	$ 0	$553,791

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-113 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-115
Refund Overpaid Property Taxes

RESOLUTION NO. 2023-115

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION TO REFUND OVERPAID PROPERTY TAXES 510 ASBURY AVENUE (BLOCK 3201, LOT 5)

WHEREAS, Robert & Anne Feinstein, has made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of $231.31; and

WHEREAS, the Tax Collector has been requested to refund block and lot 3201/5 in the amount of $231.31 for the credit applied to the 1st quarter of 2023 that was paid by Robert & Anne Feinstein, who has provided documented proof of payment; and

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

1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of $231.31 for the 1st quarter of 2023 to Robert & Anne Feinstein.

2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-115 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-116
Payment of Bills.

RESOLUTION NO. 2023-116

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 $2,866,904.73

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

CURRENT VOUCHERS	$	1,541,950.73
BOARD OF EDUCATION		1,324,954.00
TOTAL VOUCHERS	$	2,866,904.73

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-116 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

P.O. Type: All   Print Alpha, Revenue, & G/L Accounts: Y   Open: N Void: N Paid:
Format: Condensed   Held: N Aprv: N Rcvd:
Range: 2-First to 3-Last   Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last   Encumbrance Date Range: First to 12/31/23   Include Non-Budgeted:
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						
2-01-20-100-000-209	ADMINISTRATION Professional Services					
CHUTE005	CHUTE MASTER ENVIRONMENTAL INC	22-02011	AIR DUCT CLEANING AT CITY HALL	1,694.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-00243	Invoice 3830 General	5,680.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	23-00245	Invoice 3864 1223 Springwood	71.00	0.00	
				7,445.00		
	Extd Total: ADMINISTRATION			7,445.00		
	Department Total: ADMINISTRATION			7,445.00		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-204	FINANCE Outside Services					
CHUTE005	CHUTE MASTER ENVIRONMENTAL INC	22-02011	AIR DUCT CLEANING AT CITY HALL	1,694.00	0.00	
2-01-20-130-000-223	FINANCE Condo Reimbursements					
1411W005	1411 WEBB STREET LLC	23-00205	4th Q Trash Reimbursement	153.66	0.00	
RL5ASB	RL5 ASBURY LLC	23-00206	4th Q Trash Reimbursements	580.00	0.00	
3106TH	310 6TH AVENUE, LLC	23-00207	4th Q Trash Reimbursement	1,638.00	0.00	
2107T005	210 7TH AVENUE LLC	23-00208	4th Q Trash Reimbursements	536.00	0.00	
EMPGRA	EMPIRE GRAND REGENCY ASSOC.INC	23-00209	4th Q Trash Reimbursements	1,714.00	0.00	
RL4ASB	RL4 ASBURY LLC	23-00210	4th Q Trash Reimbursements	718.20	0.00	
7106T005	710 6TH AVENUE LLC	23-00211	4th Q Trash Reimbursement	787.50	0.00	
4077T005	407 7TH AVENUE LLC	23-00212	4th Q Trash Reimbursement	756.00	0.00	
REUDUC2	REUSSI DUCKSAUCE 2 LLC	23-00213	4th Q Trash Reimbursement	428.40	0.00	
211FIR	211 FIRST DUCKSAUCE, LLC	23-00214	4th Q Trash Reimbursement	756.00	0.00	
4045T005	404 5TH AVENUE	23-00215	4th Q Trash Reimbursements	850.50	0.00	
1010G005	1010 GRAND AVENUE LLC	23-00216	4th Q Trash Reimbursement	630.00	0.00	
REUDUC3	REUSSI DUCKSAUCE3 LLC	23-00217	4th Q Trash Reimbursement	579.60	0.00	
2123R005	212 3RD AVENUE LLC	23-00218	4th Q Trash Reimbursement	693.00	0.00	
RL3ASB	RL3 ASBURY LLC	23-00219	4h Q Trash Reimbursement	859.95	0.00	
5038T010	503 8TH AVENUE LLC	23-00220	4th Q Trash Reimbursement	315.00	0.00	
309SU005	309 SUNSET AVENUE LLC	23-00221	4th Q Trash Reimbursement	614.25	0.00	
REUSS005	REUSSI DUCKSAUCE 4 LLC	23-00222	4th Q Trash Reimbursement	1,480.50	0.00	
				14,090.56		
	Extd Total: FINANCIAL ADMINISTRATION			15,784.56		
	Department Total: FINANCE			15,784.56		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
2-01-20-145-000-209	TAX REV ADMIN Fees					
CHUTE005 CHUTE MASTER ENVIRONMENTAL INC		22-02011	AIR DUCT CLEANING AT CITY HALL	1,694.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,694.00		
	Department Total: TAX REV ADMIN			1,694.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
2-01-20-151-000-203	DIRECTOR OF COMMUNICATIONS Calendar					
KINTINC KINTECH, INC.		22-03437	2023 Calendar Fulfilment	414.62	0.00	
2-01-20-151-000-205	DIRECTOR OF COMMUN. Printing/Mailing					
CRAPRI CRAFTMASTER PRINTING, INC.		22-03597	Abhez-Anderson Business Cards	45.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		22-03614	Clayton & Chapman Biz Cards	90.00	0.00	
				135.00		
	Extd Total: DIRECTOR OF COMMUNICATIONS			549.62		
	Department Total: DIRECTOR OF COMMUNICATIONS			549.62		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
HILLW005 HILL WALLACK LLP		23-00335	Invoice 701696 General Matters	8,363.00	0.00	
	Extd Total: LEGAL SERVICES			8,363.00		
	Department Total: LEGAL SERVICES			8,363.00		
	CAFR Total:			33,836.18		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
2-01-21-185-000-209	ZONING BOARD Fees					
THEBE005 THE BEEKMAN LAW FIRM, LLC		23-00067	Beekman zb gen inv# july-oct22	1,065.00	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,065.00		
	Department Total: ZONING BOARD			1,065.00		
	CAFR Total:			1,065.00		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
2-01-22-195-000-204	CODE ENFORCEMENT Printing					
CRAPRI CRAFTMASTER PRINTING, INC.		22-03036	Carbonless NCR forms 8.5x14	435.00	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			435.00		
	Department Total: CODE ENFORCE			435.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
2-01-22-200-000-203	CONST CODE Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	22-03308	CODE CAR DETAIL	240.00	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			240.00		
	Department Total: CONST CODE			240.00		
	CAFR Total:			675.00		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	22-03399	office equipment-chairs	1,242.83	0.00	
2-01-25-240-000-203	POLICE Motor Vehicle					
RICAUT	RICH'S AUTO BODY	22-03237	Repairs to car #15 MVA	11,681.41	0.00	
2-01-25-240-000-204	POLICE Towing					
RICAUT	RICH'S AUTO BODY	23-00182	#12770 & #12788 SERVICES	40.00	0.00	
2-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	23-00180	#2021240 DECEMBER 2023 SERVICE	5,108.45	0.00	
2-01-25-240-000-206	POLICE Purchase of Equipment					
STARAD	STALKER RADAR	22-03493	Hand Held Radar Units	2,818.00	0.00	
2-01-25-240-000-211	POLICE HR Testing					
STATOX	STATE TOXICOLOGY LABORATORY	23-00253	May 2022 drug testing new SLEO	90.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	23-00254	Jan 2022 drug testing new SLEO	405.00	0.00	
				495.00		
2-01-25-240-000-218	POLICE Contract.Serv.					
CHUTE005	CHUTE MASTER ENVIRONMENTAL INC	22-02011	AIR DUCT CLEANING AT CITY HALL	2,944.00	0.00	
SELES	SELEX ES, INC.	22-03359	LPR trailer warranty	2,495.00	0.00	
THOWES	THOMSON WEST CUSTOMER SERVICE	23-00266	#847612637 DEC 2022 SOFTWARE	246.00	0.00	
				5,685.00		
2-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	23-00267	INV #4530 M. TREADWAY TRAINING	75.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	23-00268	April 2022 drug testing	900.00	0.00	
				975.00		
	Extd Total: POLICE DEPARTMENT			28,045.69		
	Department Total: POLICE			28,045.69		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.					
Extd: FIRE DEPARTMENT					
2-01-25-265-000-229	FIRE DEPT. Medical Sup.				
LIFSAV LIFESAVER, INC.	22-03247	QUOTE#14989 AED BATTERY PACK	299.90	0.00	
	Extd Total: FIRE DEPARTMENT		299.90		
Extd: FIRE HYDRANT					
2-01-25-265-266-299	FIRE HYDRANT Misc.				
NJAMER N.J. AMERICAN WATER CO.	23-00318	#1018-210026567043 11/29-12/27	21,145.10	0.00	
	Extd Total: FIRE HYDRANT		21,145.10		
	Department Total: FIRE DEPT.		21,445.00		
	CAFR Total:		49,490.69		
Department: STREETS & ROAD					
Extd: STREETS & ROADS MAINTENANCE					
2-01-26-290-000-208	STREETS & ROAD Concrete				
SUFFREDI SUFFOLK REDI-MIX	23-00200	INV #15430B 7/6/22 DELIVERY	1,394.00	0.00	
2-01-26-290-000-215	STREETS & ROAD Misc. Hardware				
ATLLOK ATLANTIC LOCK & SAFE	23-00241	INVOICE #26620 JAN PURCHASES	428.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE		1,822.00		
	Department Total: STREETS & ROAD		1,822.00		
Department: SOLID WASTE					
Extd: SOLID WASTE COLLECTION					
2-01-26-305-000-209	SOLID WASTE Fees				
MAZMUL MAZZA MULCH, INC.	23-00074	Brush, chips & log disposal	1,688.00	0.00	
MASREC MAZZA RECYCLING SERVICES, LTD.	23-00082	#685137 RECYCLING DEC 2022	12,876.78	0.00	
TRECTY TREASURER CTY OF MONMOUTH	23-00177	#70965 RECLAMATION CENTER DEC	2,595.81	0.00	
DELDEM DELISA DEMOLITION, INC.	23-00256	CONSTR DEBRIS 12/19/22- 1/4/23	8,559.90	0.00	
			25,720.49		
	Extd Total: SOLID WASTE COLLECTION		25,720.49		
	Department Total: SOLID WASTE		25,720.49		
Department: BUILDING & GND					
Extd: BUILDINGS & GROUNDS					
2-01-26-310-000-218	BUILDING & GND Contract.Serv.				
ALFIRE ALLIED FIRE & SAFETY	23-00129	SPRINKLER SYSTEM INSPECTIONS	400.50	0.00	
	Extd Total: BUILDINGS & GROUNDS		400.50		
	Department Total: BUILDING & GND		400.50		
	CAFR Total:		27,942.99		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
2-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	23-00078	Nurse Hours Novemeber 2022	6,970.00	0.00	
	Extd Total: SOCIAL SERVICES:			6,970.00		
	Department Total: PUBLIC ASST			6,970.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
STAPLE	STAPLES BUSINESS ADVANTAGE	22-03414	Toners for Color HP printer	1,009.80	0.00	
	Extd Total: SENIOR CENTER			1,009.80		
	Department Total: SENIOR CENTER			1,009.80		
	CAFR Total:			7,979.80		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
2-01-28-370-000-211	RECREATION Police Athletic League					
TITBOX	TITLE BOXING	22-03439	boxing ring canvas w logo	3,438.91	0.00	
RININC	RINGSIDE	22-03440	Boxing equipment	3,813.61	0.00	
				7,252.52		
	Extd Total: RECREATION SERVICES & PROGRAM			7,252.52		
	Department Total: RECREATION			7,252.52		
	CAFR Total:			7,252.52		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
2-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	23-00246	Remaining Balance of 2022	3,904.63	0.00	
	Extd Total: PUBLIC LIBRARY:			3,904.63		
	Department Total: PUBLIC LIBRARY			3,904.63		
	CAFR Total:			3,904.63		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	23-00317	#10-3146-5850-17 12/13-12/22	6,505.08	0.00	
JCPL	JCPL	23-00337	#100 145 959 068 12/28-1/26	15.76	0.00	
NJNATU	N.J. NATURAL GAS CO.	23-00340	#14-3167-6036-16 12/13-1/13	4,208.81	0.00	
				10,729.65		
	Extd Total: LIGHT,HEAT,POW			10,729.65		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd: STREET/TRAFFIC					
2-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.				
JCPL JCPL	23-00319	#100 117 304 855 12/23-1/25	633.83	0.00	
JCPL JCPL	23-00337	#100 145 959 068 12/28-1/26	172.28	0.00	
			806.11		
	Extd Total: STREET/TRAFFIC		806.11		
	Department Total: LIGHTING		11,535.76		
Department: GASOLINE					
Extd: GASOLINE					
2-01-31-460-000-299	GASOLINE Misc.				
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	23-00187	#32645 & 964759 FUEL	1,470.33	0.00	
	Extd Total: GASOLINE		1,470.33		
	Department Total: GASOLINE		1,470.33		
	CAFR Total:		13,006.09		
	Fund Total: CURRENT		145,152.90		
Fund: BEACH					
Department: UTILITY OE					
Extd: BEACH UTILITY O/E: OTHER EXPENSES:					
2-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies				
VERITIV VERITIV OPERATING COMPANY	22-02514	Bathroom supplies Beach Dept.	1,502.80	0.00	B
VERITIV VERITIV OPERATING COMPANY	23-00184	BEACH-JANITORIAL SUPPLIES 2022	3,842.21	0.00	
			5,345.01		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:		5,345.01		
	Department Total: UTILITY OE		5,345.01		
	CAFR Total:		5,345.01		
	Fund Total: BEACH		5,345.01		
Fund: TRANSPORTATION UTILITY: BUDGET:					
Department: UTILITY OE					
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:					
2-06-55-502-000-218	TRANSP. UTILITY OE Professional Svcs.				
CHUTE005 CHUTE MASTER ENVIRONMENTAL INC	22-02011	AIR DUCT CLEANING AT CITY HALL	1,694.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:		1,694.00		
	Department Total: UTILITY OE		1,694.00		
	CAFR Total:		1,694.00		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:		1,694.00		
Fund: SEWER UTILITY: BUDGET:					
Department: UTILITY OE					
Extd: SEWER UTILITY O/E: OTHER EXPENSES:					
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs				
MAINTAI MAINTAINCO, INC.	22-03473	Repairs needed on Forklift	2,513.46	0.00	

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-55-502-000-205		SEWER UTILITY O/E: Repairs	Continued			
SUPER015	SUPERIOR CENTRAL BOILER	23-00124	#777-122225 BOILER SERVICE	520.00	0.00	
ALLBOI	ALLIED BOILER REPAIR CORP.	23-00125	INV #18987 SERVICES 12/12 & 15	1,688.50	0.00	
				4,721.96		
2-07-55-502-000-206		SEWER UTILITY O/E: Purchase of Equipment				
ACSCH	A.C. SCHULTES,INC.	22-03545	Baldor Motors for Hypo Pumps	1,670.00	0.00	
2-07-55-502-000-209		SEWER UTILITY O/E: Fees				
STATEOF	STATE OF NJ DEPT. OF LABOR &	23-00172	State boiler inspection fee	880.00	0.00	
2-07-55-502-000-211		SEWER UTILITY O/E: Light & Power				
NJNATU	N.J. NATURAL GAS CO.	23-00317	#10-3146-5850-17 12/13-12/22	13,113.58	0.00	
2-07-55-502-000-218		SEWER UTILITY O/E: Contract Services				
ALFIRE	ALLIED FIRE & SAFETY	23-00129	SPRINKLER SYSTEM INSPECTIONS	1,440.00	0.00	
2-07-55-502-000-231		SEWER UTILITY O/E: Lab Supplies				
LYONS005	LYONS ENVIRONMENTAL SERVICES	23-00123	#APSA1222 WWTP TESTING DEC '22	1,045.00	0.00	
2-07-55-502-000-242		SEWER UTILITY O/E: Capital Outlay				
WARGEN	WARSHAUER GENERATOR, LLC	22-02010	INSTALLATION OF GENERATOR WWTP	85,840.00	0.00	B
GMHAS005	G.M.H. ASSOCIATES OF AMERICA	22-03020	COMMINUTOR FRAMES & CONTROL	29,885.95	0.00	B
				115,725.95		
		Extd Total:	SEWER UTILITY O/E: OTHER EXPENSES:	138,596.49		
		Department Total:	UTILITY OE	138,596.49		
2-07-55-506-000-901		ASB.PARTNER-SEWER ASSESS.				
ASBLLC	ASBURY PARTNERS, LLC	23-00234	ODOR CONTROL 4QTR'21 - 4QTR'22	132,616.57	0.00	
		Extd Total:		132,616.57		
		Department Total:		132,616.57		
		CAFR Total:		271,213.06		
		Fund Total:	SEWER UTILITY: BUDGET:	271,213.06		
		Year Total:		423,404.97		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-100-000-202		ADMINISTRATION Office Supplies				
WBMASON	W.B.MASON CO., INC.	23-00052	Office Supply-pencil sharpener	18.52	0.00	
		Extd Total:	ADMINISTRATION	18.52		
		Department Total:	ADMINISTRATION	18.52		

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-120-000-202		MUNICIPAL CLERK Office Supplies				
CRAPRI	CRAFTMASTER PRINTING, INC.	23-00140	Est. #11526 BUSINESS CARDS	45.00	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-120-000-202	MUNICIPAL CLERK Office Supplies		Continued			
WBMASON W.B.MASON CO., INC.		23-00165	OFFICE SUPPLIES NEEDED	464.83	0.00	
				509.83		
3-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
MUNCLR MUNICIPAL CLERK'S ASSOC.OF MON		23-00242	2023 MEMBERSHIP LISA ESPOSITO	75.00	0.00	
3-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
NJADV NJ ADVANCE MEDIA LLC		23-00166	#10548967 RESOLUTION #2023-2	148.50	0.00	
NJADV NJ ADVANCE MEDIA LLC		23-00167	NJ Advance Media #10548955	233.99	0.00	
ASBPAK ASBURY PARK PRESS		23-00262	ORDINANCE ADS FROM 1/14/2023	321.08	0.00	
				703.57		
3-01-20-120-000-222	MUNICIPAL CLERK Training					
JPMMUN JPMONZO MUNICIPAL CONSULTING		23-00332	LISA ESPOSITO FINANCE SEMINAR	50.00	0.00	
3-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC		23-00324	INVOICE #161309 FEBRUARY 2023	706.20	0.00	
	Extd Total: MUNICIPAL CLERK			2,044.60		
	Department Total: MUNIC CLERK			2,044.60		

Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-130-000-205	FINANCE Ads					
ASBPAK ASBURY PARK PRESS		23-00019	2023 PAVEMENT & SIDEWALK NTB	98.36	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES		23-00192	Classified Job Ad	115.00	0.00	
				213.36		
3-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION		23-00185	#40044558 Contract 60 OF 60	3,106.08	0.00	
3-01-20-130-000-212	FINANCE Dues,Subscript.					
GOVPUR GOVERNMENTAL PURCHASING ASS'N		23-00188	2023 MEMBERSHIP DUES TRACY	100.00	0.00	
GFOA G.F.O.A. OF NJ		23-00189	2023 MEMBERSHIP DUES TRACY	90.00	0.00	
TCTAMEM TCTANJ MEMBER SERVICES		23-00190	2023 MEMBERSHIP DUES TRACY	100.00	0.00	
MONTAX01 MONMOUTH & OCEAN COUNTIES TAX		23-00191	2023 MEMBERSHIP DUES TRACY	80.00	0.00	
				370.00		
	Extd Total: FINANCIAL ADMINISTRATION			3,689.44		
	Department Total: FINANCE			3,689.44		

Department: COMPUTER MIS
Extd: COMPUTERIZED DATA PROCESSING

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV CDW GOVERNMENT LLC		23-00156	Q#1C9KCNS Rugged Switches	709.46	0.00	

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
ENVSYS	ENVIRONMENTAL SYSTEMS RESEARCH	23-00276	Q#26112777 2023 Renewal	2,622.42	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			3,331.88		
	Department Total: COMPUTER MIS			3,331.88		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
3-01-20-145-000-216	TAX REV ADMIN Supplies-Compu.					
MGLFOR	MGL FORMS-SYSTEMS, LLC	23-00013	1099 INT FORMS	95.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			95.00		
	Department Total: TAX REV ADMIN			95.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
3-01-20-151-000-202	DIRECTOR OF COMMUNICATIONS Dues					
APCHAM	A.P. CHAMBER OF COMMERCE	23-00323	INV#5992 2023 Membership Dues	150.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			150.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			150.00		
	CAFR Total:			9,329.44		
Department: Planning Department						
Extd: Planning Department						
3-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	23-00112	planning dept office suppl1/23	81.15	0.00	
3-01-21-179-000-205	PLANNING DEPT. Ads					
ASBPAK	ASBURY PARK PRESS	23-00272	#0005559651 MEETING DATES 1/18	108.00	0.00	
ASBPAK	ASBURY PARK PRESS	23-00303	#5559638 MEETING DATES AD 1/18	114.20	0.00	
THECOA	THE NEW COASTER, LLC	23-00304	#59961 & 59663 MEEING DATES AD	111.23	0.00	
				333.43		
	Extd Total: Planning Department			414.58		
	Department Total: Planning Department			414.58		
	CAFR Total:			414.58		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
3-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	23-00274	HEALTH COVERAGE FEBRUARY 2023	510,267.44	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			510,267.44		
	Department Total: GROUP INSUR.			510,267.44		
	CAFR Total:			510,267.44		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
3-01-25-240-000-202	POLICE Office Supplies					
STAPLE	STAPLES BUSINESS ADVANTAGE	23-00155	toner PD admin printer	634.68	0.00	
3-01-25-240-000-203	POLICE Motor Vehicle					
AGINS005	AGIN SIGNS & DESIGNS	23-00163	Police Vehicle Decals	212.50	0.00	
EASTC	EAST COAST EMERGENCY LIGHTING,	23-00173	INVOICE #35872 FIRE EXT. MOUNT	106.42	0.00	
				318.92		
3-01-25-240-000-211	POLICE HR Testing					
INSPSY	INSTITUTE FOR FORENSIC	23-00181	#17985 DEBRIEFING & REPORTS	2,125.00	0.00	
3-01-25-240-000-212	POLICE Dues,Subscript.					
MONCOL	MON.CTY.POLICE CHIEF'S ASSN.	23-00308	Chief of Police annual dues	150.00	0.00	
MONCOL	MON.CTY.POLICE CHIEF'S ASSN.	23-00309	RDF annual dues	500.00	0.00	
				650.00		
3-01-25-240-000-218	POLICE Contract.Serv.					
PACLLC	PACKETALK, LLC	23-00199	2023 ANNUAL MAINTENANCE MOBILE	4,800.00	0.00	
3-01-25-240-000-237	POLICE Accredidation					
THEROG	THE RODGERS GROUP, LLC	23-00293	#INVLHI689 2023 SERVICE &	11,797.00	0.00	
	Extd Total: POLICE DEPARTMENT			20,325.60		
	Department Total: POLICE			20,325.60		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	23-00174	QUOTE FOR MISC OFFICE SUPPLIES	70.02	0.00	
WBMASON	W.B.MASON CO., INC.	23-00269	SPACE HEATER	105.98	0.00	
				176.00		
3-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	23-00139	Est: E1018-8389 Seat Repair	324.20	0.00	
3-01-25-265-000-214	FIRE DEPT. Building Maintenance					
BELPLU	BELMAR PLUMBING & HEATING INC	23-00146	BLANKET PO NOT TO EXCEED	970.00	0.00	B
3-01-25-265-000-261	FIRE DEPT. Software					
ESOS0005	ESO SOLUTIONS, INC.	23-00072	INV#ESO-98118 FIRE & EMS ETC.	4,310.20	0.00	
3-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
GEARW005	GEAR WASH	23-00138	QUOTE/WO#501-6 BUNKER COAT ETC	1,459.75	0.00	
	Extd Total: FIRE DEPARTMENT			7,240.15		
	Department Total: FIRE DEPT.			7,240.15		
	CAFR Total:			27,565.75		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
3-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAFOR	SEA BREEZE FORD INC.	23-00023	VARIOUS PARTS	177.45	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	23-00032	VARIOUS PARTS	713.00	0.00	B
SEAFOR	SEA BREEZE FORD INC.	23-00050	VARIOUS PARTS	624.21	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	23-00087	ELGIN SWEEPER PARTS	2,937.55	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	23-00195	KUBOTA PARTS & HONDA GENERATOR	3,304.69	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS	23-00201	APPD TIRES FOR FLEET	5,454.41	0.00	
				13,211.31		
3-01-26-290-000-213	STREETS & ROAD Safety Equipment					
GRAING	GRAINGER, INC.	23-00263	Gloves	794.43	0.00	
3-01-26-290-000-214	STREETS & ROAD Dues/Memberships					
PUBWOR	PUBLIC WORKS ASSOCIATION OF NJ	23-00178	2023 membership	150.00	0.00	
ROBBIA	ROBERT BIANCHINI	23-00240	ENGR CERTIFICATION RENEWAL 23	205.00	0.00	
ASSOCNJ	ASSOCIATION OF NJ RECYCLERS	23-00305	renewal Yvonne Adams ANJR	99.00	0.00	
				454.00		
3-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
THEHAR	THE HARDWARE STORE	23-00158	Blanket - Misc Supplies	55.96	0.00	B
3-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
GRAING	GRAINGER, INC.	23-00164	Blanket - Misc Supplies	45.08	0.00	B
3-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
SECWOR	SECURITY WORLD INC.	23-00084	SECURALL MONITORING SERVICE	228.00	0.00	
CINCOR	CINTAS CORPORATION NO 2	23-00186	#5141162478 MEDICAL RESTOCK	79.56	0.00	
NJCLEAN	NJ CLEAN COMMUNITIES COUNCIL	23-00196	Conference Mar.8-10	590.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	23-00250	MONTHLY PEST CONTROL 4 BLDGS	438.00	0.00	
FEDERLIC	FEDERAL LICENSING, INC.	23-00300	federal licensing renewal	120.00	0.00	
				1,455.56		
3-01-26-290-000-234	STREETS & ROAD Road Supplies					
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	23-00264	#277853 ASPHALT 1.06 TON 1/13	81.58	0.00	
3-01-26-290-000-269	STREETS & ROAD Deal Lake Commission					
DEALAK	DEAL LAKE COMMISSION	23-00059	2023 Deal Lake Comm. Assmt.	11,000.00	0.00	
3-01-26-290-000-270	STREETS & ROAD Wesley Lake Commission					
WESLAK	WESLEY LAKE COMMISSION	23-00134	2023 Annual Contribution	1,000.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			28,097.92		
	Department Total: STREETS & ROAD			28,097.92		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	23-00176	#253262 TRASH FEES 1/1 - 1/15	26,696.96	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-00183	#253189 & 253190 CONSTR DEBRIS	2,214.90	0.00	

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-305-000-209		SOLID WASTE Fees	Continued			
DELDEM	DELISA DEMOLITION, INC.	23-00256	CONSTR DEBRIS 12/19/22- 1/4/23	2,325.60	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-00265	#253378 & 253379 CONSTR DEBRIS	1,629.00	0.00	
RUBREC	RUBBERCYCLE LLC	23-00331	#165064 TIRE DISPOSAL 1/6/23	54.00	0.00	
				32,920.46		
3-01-26-305-000-218		SOLID WASTE Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	23-00247	#254547 FEBRUARY 2023	47,083.30	0.00	
DELDEM	DELISA DEMOLITION, INC.	23-00284	#250970 JANUARY 2023	47,083.30	0.00	
				94,166.60		
		Extd Total:	SOLID WASTE COLLECTION	127,087.06		
		Department Total:	SOLID WASTE	127,087.06		

Department: BUILDING & GND
Extd: BUILDINGS & GROUNDS

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-310-000-203		BUILDING & GND Misc. Hardware				
GRAING	GRAINGER, INC.	23-00290	Shop Stock	243.39	0.00	
3-01-26-310-000-204		BUILDING & GND Building Supplies				
SHEWIL	SHERWIN WILLIAMS	23-00113	Paint for City Clerk / Payroll	145.26	0.00	
ATLAN015	ATLANTIC SOLAR FILM	23-00157	Privacy Window Film Install	1,655.00	0.00	
				1,800.26		
3-01-26-310-000-218		BUILDING & GND Contract.Serv.				
ALLBOI	ALLIED BOILER REPAIR CORP.	23-00116	INV #19009 SERVICES 1/4/23	1,829.27	0.00	
OTTINS	OTTERSTEDT INS. ANGENCY, INC.	23-00119	UST Policy 1/11/23-1/11/24	4,511.00	0.00	
				6,340.27		
		Extd Total:	BUILDINGS & GROUNDS	8,383.92		
		Department Total:	BUILDING & GND	8,383.92		
		CAFR Total:		163,568.90		

Department: SENIOR CENTER
Extd: SENIOR CENTER

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-27-350-000-202		SENIOR CENTER Util. and Service Contr.				
OPTIMUM	OPTIMUM	23-00202	#07866-196932-01-7 1/15 - 2/14	8.34	0.00	
		Extd Total:	SENIOR CENTER	8.34		
		Department Total:	SENIOR CENTER	8.34		
		CAFR Total:		8.34		

Department: LIGHTING
Extd: LIGHT,HEAT,POW

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-31-435-435-299		LIGHT, HEAT & POWER Misc.				
JCPL	JCPL	23-00337	#100 145 959 068 12/28-1/26	10,040.13	0.00	
		Extd Total:	LIGHT,HEAT,POW	10,040.13		

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	STREET/TRAFFIC						
3-01-31-435-436-299		STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL		23-00319	#100 117 304 855 12/23-1/25	21,913.08	0.00	
JCPL	JCPL		23-00329	#100 064 167 420 12/28-1/26	2,259.97	0.00	
JCPL	JCPL		23-00337	#100 145 959 068 12/28-1/26	935.90	0.00	
					25,108.95		
		Extd Total: STREET/TRAFFIC			25,108.95		
		Department Total: LIGHTING			35,149.08		
Department: TELEPHONE							
Extd:	TELEPHONE						
3-01-31-440-000-299		TELEPHONE Misc.					
ATTLLC	AT&T MOBILITY LLC		23-00251	#287315151017 12/12 - 1/11	493.34	0.00	
ATTLLC	AT&T MOBILITY LLC		23-00252	#287284651437 12/12 - 1/11	3,227.88	0.00	
ATTLLC	AT&T MOBILITY LLC		23-00255	#287284936037 12/12 - 1/11	947.49	0.00	
					4,668.71		
		Extd Total: TELEPHONE			4,668.71		
		Department Total: TELEPHONE			4,668.71		
Department: GASOLINE							
Extd:	GASOLINE						
3-01-31-460-000-299		GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC		23-00187	#32645 & 964759 FUEL	2,398.31	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC		23-00326	#40239 & 42661 FUEL	7,664.60	0.00	
					10,062.91		
		Extd Total: GASOLINE			10,062.91		
		Department Total: GASOLINE			10,062.91		
		CAFR Total:			49,880.70		
Department: MUNIC COURT							
Extd:	MUNICIPAL COURT						
3-01-43-490-000-245		MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY		23-00170	INVOICE #26818 1/13 SERVICES	110.00	0.00	
3-01-43-490-000-246		MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.		23-00169	INVOICE #33078145 JAN 2023	145.00	0.00	
		Extd Total: MUNICIPAL COURT			255.00		
		Department Total: MUNIC COURT			255.00		
		CAFR Total:			255.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
3-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	23-00238	February 2023 School Tax	1,324,954.00	0.00	
3-01-55-001-000-005	PILOT $ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	23-00025	4th Quarter County Pilots	81,300.76	0.00	
	Extd Total: TAXES PAYABLE:			1,406,254.76		
	Department Total: TAXES PAYABLE:			1,406,254.76		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,406,254.76		
	Fund Total: CURRENT			2,167,544.91		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
3-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	23-00337	#100 145 959 068 12/28-1/26	210.18	0.00	
3-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	23-00197	#07866-197754-01-4 1/15 - 2/14	106.85	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			317.03		
	Department Total: UTILITY OE			317.03		
	CAFR Total:			317.03		
	Fund Total: BEACH			317.03		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
3-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
WBMASON	W.B.MASON CO., INC.	23-00088	Parking Office Supplies	80.66	0.00	
GRAING	GRAINGER, INC.	23-00136	Signage Equipment	84.87	0.00	
GRAING	GRAINGER, INC.	23-00291	Graffiti Cleaner	140.90	0.00	
				306.43		
3-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-00185	#40044558 Contract 60 OF 60	161.68	0.00	
3-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	23-00316	#07866-196915-01-3 1/15 - 2/14	151.39	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			619.50		
	Department Total: UTILITY OE			619.50		
	CAFR Total:			619.50		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			619.50		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
3-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
PILELE	PILOT ELECTRIC COMPANY, INC.	23-00239	Heat Pump Rebuild	1,726.60	0.00	
3-07-55-502-000-209	SEWER UTILITY O/E: Fees					
TREREV	TREASURER STATE OF NEW JERSEY	23-00325	#230161900 Air Quality Permit	1,370.00	0.00	
3-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
WARGEN	WARSHAUER GENERATOR, LLC	22-02010	INSTALLATION OF GENERATOR WWTP	4,775.00	0.00	B
ASBPAK	ASBURY PARK PRESS	23-00014	WWTP UST REMOVAL NTB	109.80	0.00	
SECWOR	SECURITY WORLD INC.	23-00084	SECURALL MONITORING SERVICE	1,140.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	23-00185	#40044558 Contract 60 OF 60	82.58	0.00	
				6,107.38		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			9,203.98		
	Department Total: UTILITY OE			9,203.98		
	CAFR Total:			9,203.98		
	Fund Total: SEWER UTILITY: BUDGET:			9,203.98		
	Year Total:			2,177,685.42		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-005	Police Equipment and Vehicles					
WIRCOM	WIRELESS COMMUNICATIONS &	21-03196	ARBITRATOR SYSTEM FOR NEW PD	32,231.94	0.00	
	Extd Total: Ord. 2021-36 Various Capital Improv.			32,231.94		
Extd:	Bond Ord. 2022-16 2022 Var. Cap. Improv.					
C-04-55-998-183-001	Section 20 Costs					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	23-00171	2023 BAN Sale	2,081.14	0.00	
C-04-55-998-183-005	City Wide IT Improvements/Equipment					
MILCOM	MILLENNIUM COMMUNICATIONS	23-00100	ADAM STREET CAMERA REPLACEMENT	6,898.78	0.00	
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			8,979.92		
	Department Total:			41,211.86		
	CAFR Total:			41,211.86		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			41,211.86		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type

Fund: SEWER CAPITAL FUND BUDGET:
Extd: Ord. 2018-49 Var. Sewer Utility Impr.

C-08-55-528-020-001	Section 20 Costs					
ACAFGI ACACIA FINANCIAL GROUP, INC.		23-00171	2023 BAN Sale	63.94	0.00	
	Extd Total: Ord. 2018-49 Var. Sewer Utility Impr.			63.94		
	Department Total:			63.94		
	CAFR Total:			63.94		
	Fund Total: SEWER CAPITAL FUND BUDGET:			63.94		

Fund: PARKING CAPITAL
Department: Ord. 2020-8 Memorial Drive Paving
Extd: Ord. 2020-8 Memorial Drive Paving

C-09-17-906-000-901	Section 20 Costs					
ACAFGI ACACIA FINANCIAL GROUP, INC.		23-00171	2023 BAN Sale	2,973.06	0.00	
	Extd Total: Ord. 2020-8 Memorial Drive Paving			2,973.06		
	Department Total: Ord. 2020-8 Memorial Drive Paving			2,973.06		

Department: Ord. 2022-8 Various Rd. Improvements
Extd: Ord. 2022-8 Various Rd. Improvements

C-09-17-909-000-904	Section 20 Costs					
ACAFGI ACACIA FINANCIAL GROUP, INC.		23-00171	2023 BAN Sale	2,638.59	0.00	
	Extd Total: Ord. 2022-8 Various Rd. Improvements			2,638.59		
	Department Total: Ord. 2022-8 Various Rd. Improvements			2,638.59		
	CAFR Total:			5,611.65		
	Fund Total: PARKING CAPITAL			5,611.65		

Fund: BEACH CAPITAL FUND BUDGET:
Extd: Ord. 2022-15 Beach Utility Improvements

C-10-55-101-103-002	Beach Utility Improv./Equipment					
ACAFGI ACACIA FINANCIAL GROUP, INC.		23-00171	2023 BAN Sale	743.27	0.00	
	Extd Total: Ord. 2022-15 Beach Utility Improvements			743.27		
	Department Total:			743.27		
	CAFR Total:			743.27		
	Fund Total: BEACH CAPITAL FUND BUDGET:			743.27		
	Year Total:			47,630.72		

Fund: GRANT FUND BUDGET:

G-02-43-871-014-214	Recycling Tonnage Program - 2014					
KINTINC KINTECH, INC.		22-03437	2023 Calendar Fulfilment	138.20	0.00	
	Extd Total:			138.20		
	Department Total:			138.20		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-883-017-200	NJ DOT Transportation Alternatives					
FREPAR FRENCH & PARRELLO, PA		23-00149	INV135798 F&P srvcs 12/9/22	16,891.44	0.00	
	Extd Total:			16,891.44		
	Department Total:			16,891.44		
G-02-43-956-022-202	Senior Center Grant					
BELWIN BELMAR WINDOW SHOP		22-03425	Blackout Blinds Front Foyer	2,177.24	0.00	
	Extd Total:			2,177.24		
	Department Total:			2,177.24		
	CAFR Total:			19,206.88		
	Fund Total: GRANT FUND BUDGET:			19,206.88		
	Year Total:			19,206.88		

Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:
Extd: 2021 CDBG B21MC340100 CFDA 14.218

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-80-850-850-001	2021 Administration					
CRAPRI CRAFTMASTER PRINTING, INC.		23-00033	Fliers for Black History Lunch	252.00	0.00	
T-17-80-850-850-006	Fire Apparatus					
NJFIRE NJ FIRE EQUIPMENT COMPANY		22-01501	Fire Equipment	66,591.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			66,843.00		
	Department Total:			66,843.00		
	CAFR Total:			66,843.00		

Extd: 2022 CDBG B-22-MC-34-0100

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-17-81-850-850-005	Community Events					
AMAZ0005 AMAZON.COM SERVICES		23-00027	Supplies for Black Hist. Lunch	325.62	0.00	
	Extd Total: 2022 CDBG B-22-MC-34-0100			325.62		
	Department Total:			325.62		
	CAFR Total:			325.62		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			67,168.62		

Fund: TRUST OTHER
Extd: 5 YR EMERGENCY

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS		23-00257	4TH QTR DCA FEES	6,595.00	0.00	
	Extd Total: 5 YR EMERGENCY			6,595.00		
T-20-56-850-878-801	Reserve for Recreation					
ALLPUR ALL PURPOSE RENTALS, INC.		22-02047	fun day sumemr camp	3,506.72	0.00	
	Extd Total:			3,506.72		

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-916-801	Reserve for PAL Boxing Facility				
YESGRA YES GRAPHIC	23-00058	Est #28 Sign for Boxing Gym	1,650.00	0.00	
	Extd Total:		1,650.00		
T-20-56-850-932-301	Reserve for Storm Recovery Trust Fund				
RIVER005 RIVERSIDE CONSTRUCTION	22-00442	ROCK SALT NEEDED WINTER 2022	2,813.51	0.00	B
	Extd Total:		2,813.51		
	Department Total:		14,565.23		
	CAFR Total:		14,565.23		
	Fund Total: TRUST OTHER		14,565.23		

Fund: PLANNING & ZONING ESCROW FUND BUDGET:
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:

Budget Account / Vendor	Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-341-000-299	210 5TH AVENUE (ASBURY PARTNERS,LLC)				
INSENG INSITE ENGINEERING, LLC	23-00065	pb/zb Insite outstdg invoices	2,022.50	0.00	
CLACAN CLARKE CATON HINTZ PC	23-00066	CCh pb inv# 84990	1,695.90	0.00	
			3,718.40		
	Extd Total:		3,718.40		
	Department Total:		3,718.40		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)				
CLACAN CLARKE CATON HINTZ PC	23-00114	pb/zb cch Inv #85185, 85176	1,956.81	0.00	
	Extd Total:		1,956.81		
	Department Total:		1,956.81		
T-21-00-432-000-299	1003 BOND ST-INSPECTION FEE(KEYGATE,LLC)				
INSENG INSITE ENGINEERING, LLC	22-03546	INSITE PB/ZB outstdg invoices	1,182.23	0.00	
	Extd Total:		1,182.23		
	Department Total:		1,182.23		
T-21-00-447-000-299	545 LAKE-INSPECTION(545 LAKE AVE,LLC)				
INSENG INSITE ENGINEERING, LLC	22-03582	Insite PB/ZB invoices 11/2022	3,123.75	0.00	
INSENG INSITE ENGINEERING, LLC	23-00065	pb/zb Insite outstdg invoices	4,104.13	0.00	
			7,227.88		
	Extd Total:		7,227.88		
	Department Total:		7,227.88		
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)				
INSENG INSITE ENGINEERING, LLC	23-00065	pb/zb Insite outstdg invoices	503.13	0.00	
INSENG INSITE ENGINEERING, LLC	23-00314	#28068 1130-1156 SPRINGWOOD	687.50	0.00	
			1,190.63		
	Extd Total:		1,190.63		
	Department Total:		1,190.63		

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-499-000-299		216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)				
INSENG	INSITE ENGINEERING, LLC	22-03582	Insite PB/ZB invoices 11/2022	1,592.50	0.00	
		Extd Total:		1,592.50		
		Department Total:		1,592.50		
T-21-00-518-000-299		AP TRIANGLE-INSPECTION(ASBURY PRT/iStar)				
INSENG	INSITE ENGINEERING, LLC	22-03487	Insite PB/ZB Invoices 11/2022	1,698.13	0.00	
INSENG	INSITE ENGINEERING, LLC	22-03582	Insite PB/ZB invoices 11/2022	905.01	0.00	
				2,603.14		
		Extd Total:		2,603.14		
		Department Total:		2,603.14		
T-21-00-526-000-299		527 BANGS-INSPECTIONS (PEARLBUD REALTY)				
INSENG	INSITE ENGINEERING, LLC	22-03487	Insite PB/ZB Invoices 11/2022	503.13	0.00	
INSENG	INSITE ENGINEERING, LLC	22-03582	Insite PB/ZB invoices 11/2022	693.75	0.00	
				1,196.88		
		Extd Total:		1,196.88		
		Department Total:		1,196.88		
T-21-00-546-000-299		407 LAKE AVENUE(TOLL ASBURY PARK, LLC)				
INSENG	INSITE ENGINEERING, LLC	22-03546	INSITE PB/ZB outstdg invoices	1,580.00	0.00	
INSENG	INSITE ENGINEERING, LLC	23-00065	pb/zb Insite outstdg invoices	730.00	0.00	
				2,310.00		
		Extd Total:		2,310.00		
		Department Total:		2,310.00		
T-21-00-549-000-299		929 ASBURY/1000 1ST(PARTNER PROP.,LLC)				
INSENG	INSITE ENGINEERING, LLC	22-03582	Insite PB/ZB invoices 11/2022	1,945.00	0.00	
HILLW005	HILL WALLACK LLP	23-00336	Invoice 701708 929 Asbury Ave.	17.50	0.00	
				1,962.50		
		Extd Total:		1,962.50		
		Department Total:		1,962.50		
T-21-00-551-000-299		700 MONROE AVE(MONROE AVENUE REALTY,LLC)				
INSENG	INSITE ENGINEERING, LLC	22-03546	INSITE PB/ZB outstdg invoices	637.50	0.00	
		Extd Total:		637.50		
		Department Total:		637.50		
T-21-00-553-000-299		412 2ND AVENUE(CHRISTIN A. JOYNER)				
INSENG	INSITE ENGINEERING, LLC	22-03582	Insite PB/ZB invoices 11/2022	357.50	0.00	
		Extd Total:		357.50		
		Department Total:		357.50		
T-21-00-556-000-299		300 6TH AVENUE(JAMES DUNN)				
INSENG	INSITE ENGINEERING, LLC	22-03487	Insite PB/ZB Invoices 11/2022	850.00	0.00	

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-556-000-299	300 6TH AVENUE(JAMES DUNN)		Continued			
TMASSO T & M ASSOCIATES		23-00204	Invoice LAF435313 300 Sixth	489.00	0.00	
				1,339.00		
	Extd Total:			1,339.00		
	Department Total:			1,339.00		
T-21-00-561-000-299	1205 PINE STREET(SCOTT BARNETT)					
INSENG INSITE ENGINEERING, LLC		22-03582	Insite PB/ZB invoices 11/2022	355.00	0.00	
	Extd Total:			355.00		
	Department Total:			355.00		
T-21-00-566-000-299	807 MEMORIAL DR.(BREAKWATER TREATMENT)					
INSENG INSITE ENGINEERING, LLC		22-03582	Insite PB/ZB invoices 11/2022	580.00	0.00	
	Extd Total:			580.00		
	Department Total:			580.00		
T-21-00-567-000-299	1201 FIRST AVENUE(JASON TUCKER)					
INSENG INSITE ENGINEERING, LLC		22-03582	Insite PB/ZB invoices 11/2022	810.00	0.00	
CLACAN CLARKE CATON HINTZ PC		23-00114	pb/zb cch Inv #85185, 85176	1,456.25	0.00	
				2,266.25		
	Extd Total:			2,266.25		
	Department Total:			2,266.25		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			30,476.22		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			30,476.22		
Fund: ISTAR-2 ESCROW FUND:						
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
TMASSO T & M ASSOCIATES		23-00259	#LAF435311:iSTAR REDEVELOPMENT	326.00	0.00	
	Extd Total:			326.00		
	Department Total:			326.00		
	CAFR Total:			326.00		
	Fund Total: ISTAR-2 ESCROW FUND:			326.00		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		23-00244	Invoice 3829 1012 Asbury Ave.	1,098.50	0.00	
T-48-56-850-000-840	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		23-00244	Invoice 3829 1012 Asbury Ave.	142.00	0.00	
T-48-56-850-000-845	1274 WASHINGTON AVE(INTERFAITH NEIGHBOR)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		23-00244	Invoice 3829 1012 Asbury Ave.	177.50	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		23-00244	Invoice 3829 1012 Asbury Ave.	1,251.25	0.00	

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Budget Account / Vendor	Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-859	209 6TH AVENUE(FRANCIS D. CUCINOTTA)				
HILLW005 HILL WALLACK LLP	23-00338	Invoice 701709 209 6th Ave.	437.50	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)				
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	23-00244	Invoice 3829 1012 Asbury Ave.	35.50	0.00	
T-48-56-850-000-863	1206 SPRINGWOOD AV(INTERFAITH NEIGHBORS)				
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	23-00244	Invoice 3829 1012 Asbury Ave.	35.50	0.00	
	Extd Total:		3,177.75		
	Department Total:		3,177.75		
	CAFR Total:		3,177.75		
	Fund Total:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW	3,177.75		
	Year Total:		115,713.82		

Total Charged Lines: 422 Total List Amount: 2,783,641.81 Total Void Amount: 0.00

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	2-01	145,152.90	0.00	0.00	145,152.90
BEACH	2-05	5,345.01	0.00	0.00	5,345.01
TRANSPORTATION UTILITY: BUDGET:	2-06	1,694.00	0.00	0.00	1,694.00
SEWER UTILITY: BUDGET:	2-07	271,213.06	0.00	0.00	271,213.06
Year Total:		423,404.97	0.00	0.00	423,404.97
CURRENT	3-01	2,167,544.91	0.00	0.00	2,167,544.91
BEACH	3-05	317.03	0.00	0.00	317.03
TRANSPORTATION UTILITY: BUDGET:	3-06	619.50	0.00	0.00	619.50
SEWER UTILITY: BUDGET:	3-07	9,203.98	0.00	0.00	9,203.98
Year Total:		2,177,685.42	0.00	0.00	2,177,685.42
GENERAL CAPITAL FUND BUDGET:	C-04	41,211.86	0.00	0.00	41,211.86
SEWER CAPITAL FUND BUDGET:	C-08	63.94	0.00	0.00	63.94
PARKING CAPITAL	C-09	5,611.65	0.00	0.00	5,611.65
BEACH CAPITAL FUND BUDGET:	C-10	743.27	0.00	0.00	743.27
Year Total:		47,630.72	0.00	0.00	47,630.72
GRANT FUND BUDGET:	G-02	19,206.88	0.00	0.00	19,206.88
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	67,168.62	0.00	0.00	67,168.62
TRUST OTHER	T-20	14,565.23	0.00	0.00	14,565.23
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	30,476.22	0.00	0.00	30,476.22
ISTAR-2 ESCROW FUND:	T-42	326.00	0.00	0.00	326.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	3,177.75	0.00	0.00	3,177.75
Year Total:		115,713.82	0.00	0.00	115,713.82
Total Of All Funds:		2,783,641.81	0.00	0.00	2,783,641.81

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Februry 8, 2023 Council Meeting

Balance Brought Forward from Total List Amount	$	2,783,641.81
Jersey Shore Pirates	$	1,598.00
NJ Motor Vehicle (23-00179)	$	60.00
Multiforce Systems Corporation (23-00029)	$	2,625.00
NJ Motor Vehicle (23-00223, 23-00224, 23-00225)	$	180.00
US Bank Operations Ctr.(23-00301)	$	78,799.92
Total:	$	2,866,904.73

Attachment: Bill List 2-8-23 (2023-116 : Payment of Bills)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-117
Routine Budget Transfer

Current Fund:	From	To
Legal OE	$23,000.00	
Data Processing SW	20,000.00	
Liability Insurance	20,000.00	
Buildings and Grounds OE		23,000.00
Finance OE		43,000.00
Sewer Operating Fund:		
Salaries and Wages	23,000.00	
Social Security	7,000.00	
Other Expenses		30,000.00

RESOLUTION NO. 2023-117

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2022 BUDGET

WHEREAS, it has been determined that various line items within the 2022 fiscal year Appropriation Reserve operating budget need additional funds to cover these expenditures; and,

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

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

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

	From	To
Current Fund:		
Legal OE	$23,000.00	
Data Processing SW	20,000.00	
Liability Insurance	20,000.00	
Buildings and Grounds OE		23,000.00
Finance OE		43,000.00
Sewer Operating Fund:		
Salaries and Wages	23,000.00	
Social Security	7,000.00	
Other Expenses		30,000.00

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-117 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-118
Resolution Authorizing the purchase of two new heat air handlers at the Wastewater Treatment Plant totaling $486,991.00 from Trane U.S. Inc on the Omnia contract utilizing ARP Funds.

RESOLUTION NO. 2023-118

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF HEAT AIR HANDLERS AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City has a need to purchase two new heat air handlers at the Wastewater Treatment Plant; and

WHEREAS, the City has obtained the attached quote:

- Trane U.S. Inc. in the amount of $486,991.00 off of OMNIA Partners Contract Racine #3341

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of $486,991.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 2-07-55-502-000-234. 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 two new heat air handlers at the Wastewater Treatment Plant in the amount of $486,991.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-118 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

Proposal

Trane North Jersey

PROPRIETARY AND CONFIDENTIAL PROPERTY OF TRANE

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Job Name: Asbury Park Wastewater Treatment (2) AHU Replacement TK

Proposal Number: 7139025

Quote Number: B6-hf7AAC-23-001

Co-Op Contract Number: OMNIA Racine #3341

Date: 1/30/2023

Price Valid for: 30 Days

Presented By:
Trane North Jersey
19 Chapin Rd. Building B; Suite 200
Pine Brook, NJ 07058

Trane US Inc is pleased to offer our proposal to furnish and install the following equipment, materials, and installation at the above-mentioned location as per your request.

PROJECT INTENT/SUMMARY

This Trane furnished installation will be performed according to all applicable local building codes, OSHA safety regulations and air conditioning industry "best practices". Trane will provide all required field project management, scheduling, and coordination of all trades along with Asbury Park personnel. Trane's assigned Project Manager will be your sole point of contact for this project.

City Of
ASBURY PARK
New Jersey

Attachment: TRANE HEAT AIR HANDLERS AT WWTP (2023-118 : Authorizing the Purchase of Heat Air Handlers for the Wastewater Treatment

Major Equipment

(2) Trane CSAA Air Handlers W/ Explosion Proof Motors & Anti-Corrosion Coatings

- Protecall Rust Grip coating on cabinet exterior
- Protecall Micro Guard coating on heating coil
- Stainless Steel Interior Panels
- VFD NEMA 4X Enclosure - Remote Mounted

Tag Data - Performance Climate Changer (CSAA) (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	Size 35	1	Performance Climate Changer (CSAA)	CSAA035UA
A2	Size 14	1	Performance Climate Changer (CSAA)	CSAA014UA

Product Data - Performance Climate Changer (CSAA)
Item: A1 Qty: 1 Tag(s): Size 35

Unit level options
Indoor unit
Unit size 35
6in. integral base frame
UL listed unit
Field Provided (mtrs, lights, controls)
Explosion Proof Motor

Controls and VFD/starter
Variable volume control system
UC600
Remote Mounted VFD NEMA 4X Enclosure

Warranty
1st year labor warranty

Filter section (Pos #1)
Angled filter
Door- left side
2in. filter frame
Pleated media (Field Installed)

Coil section (Pos #3)
Horizontal coil
Heating coil
Hot water

Access section (Pos #4)
Access/blank/turning section
Door- left side

Fan section (Pos #5)
Supply fan
Door- left side
Outward swing
Voltage 460/3
Front field cut opening

Item: A2 Qty: 1 Tag(s): Size 14

Unit level options
Indoor unit
Unit size 14
2.5in. integral base frame
UL listed unit
Field Provided (mtrs, lights, controls)
Explosion Proof Motor

Controls and VFD/starter
Variable volume control system
UC600

Attachment: TRANE HEAT AIR HANDLERS AT WWTP (2023-118 : Authorizing the Purchase of Heat Air Handlers for the Wastewater Treatment

Remote Mounted VFD NEMA 4X Enclosure

Warranty

1st year labor warranty

Air mixing section (Pos #1)

Door- right side
Back damper - parallel blade
Front full face opening
2in. filter frame
Pleated media (Field Installed)

Coil section (Pos #2)

Horizontal coil
Heating coil
Hot water

Access section (Pos #3)

Access/blank/turning section

Fan section (Pos #4)

Supply fan
Door- left side
Outward swing
22.25in. dd plenum, full width, H press
NEMA premium compliant ODP
Voltage 460/3
NEMA motor hps only
7.5 max applied hp
Inverter balance with shaft grounding
Top field cut opening

Turnkey Scope of Work

1. Safe off and disconnect electrical, ductwork, and HW piping from units
2. Demo and remove existing air handlers from site
3. Demo existing hangers and angle iron for ceiling-hung unit
4. Install new Stainless Steel hangers and steel for supporting the ceiling-hung unit.
5. Disassemble the upstairs unit for rigging through the existing door, reassemble when inside and on the existing pad
6. Rig and set ceiling-hung air handler on new hangers
7. Provide new ductwork transitions to connect existing ductwork to new units. The existing plenum box on ceiling hung unit to remain
8. Reconnect existing HW piping connections into new AHUs
9. All new piping will be insulated to match existing
10. Reconnect all existing electrical circuits
11. Provide Factory startup of the unit
12. Pre & Post Airflow measurements of the unit

General Notes & Exceptions

1. The project price above does not include NJ Sales or Use Tax.
2. Current Lead Time for Equipment is 60 Weeks
3. Engineering or Coordination Studies are not included.
4. Rental cooling during the work period is not included.
5. This project pricing is based on all work being performed during normal business hours.
6. Proposal assumes existing isolation valves are in good shape and can be used to isolate the unit.
7. Relocation of sprinkler piping is excluded from this proposal. This will need to be completed by Asbury Park as the existing ceiling-hung unit has sprinkler lines running underneath the unit, that will need to be temporarily relocated to remove the existing AHU
8. All work associated with Fire Alarm is excluded from this proposal. Fire alarm connection of this unit is required by code and needs to be completed before the startup of the unit.
9. All work associated with control integration is excluded from this proposal. Trane to provide a full standalone unit with BACnet controller for integration by others.
10. Quote is based on prevailing wage labor rates
11. Customers provide clear access to all work areas.
12. Work to correct any pre-existing code violations that may exist not included.
13. Trane will assist owner in acquiring the required building permits. Trane does not include building permit fees in this proposal. Permit fees are to be paid by owner if applicable.
14. Trane has not performed a cooling load calculation on the existing building to determine cooling capacity. New unit sized to match existing airflows, capacity, etc. Trane has sized equipment based on tonnages of existing equipment

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of the Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

The quoted price is valid for a period of thirty (30) days from the date of this proposal.

Pricing on the equipment in this proposal is valid for (15) days from date of proposal.

Attachment: TRANE HEAT AIR HANDLERS AT WWTP (2023-118 : Authorizing the Purchase of Heat Air Handlers for the Wastewater Treatment

Project Pricing

Base Price.. $ 486,991.00

Deduct for AHUs without Trane Controllers ....$ 29,559.00

Note: *If Asbury Park accepts deduct to remove Trane Controllers, they will have to hire Siemens to install new controllers on Trane AHUs. AHUs will come without controllers.*

We appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Michael Sebastiano

Michael Sebastiano
Service Sales Account Manager

Commercial HVAC North America
732-258-8045 – Direct Cell
973-244-7010 – Emergency Service

michael.sebastiano@trane.com

CUSTOMER ACCEPTANCE

____
Authorized Representative

____
Printed Name

Title __________________________________

Purchase Order __________________________

Acceptance Date _________________________

Attachment: TRANE HEAT AIR HANDLERS AT WWTP (2023-118 : Authorizing the Purchase of Heat Air Handlers for the Wastewater Treatment

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resultin from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AN EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made (an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice t Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order sha be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent t terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Custome does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approv by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendere by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available a https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provide Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehous (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility o warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and simila taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificate evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and ar taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other term and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to chang at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in ra materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release i not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may als charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notic to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilitie Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a writte change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Compan performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agree to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Wor in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whethe delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except a expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completio Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance an the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonabl shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charg equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to colle amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agree that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of a amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of a taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments du Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or it representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonabl efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipmer and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Compan and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to corre any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) t Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other buildin systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Wor in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, i writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have bee completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. An subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been complete Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days fro date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, an inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiation thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charge for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are nc included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise conceale physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that diffe materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company sha notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or tim required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Wor site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (if) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

Attachment: TRANE HEAT AIR HANDLERS AT WWTP (2023-118 : Authorizing the Purchase of Heat Air Handlers for the Wastewater Treatment

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act sha commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or it subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws c the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province' law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in th state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of actio has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be accordin to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. Thi Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral o written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents sha be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of bein enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of th transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, o its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer' permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all togethe shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and th applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notic of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincia Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered unde this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federa contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installatio contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the followin mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222 50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complet information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, o all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company wi have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Custome will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the executio thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain writte authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposa or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacit as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limite waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to aris out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other lega theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the stat in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressl consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Actio arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any simila tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permittin or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual i duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable i accordance with its terms.

1-26.251-10(1221
Supersedes 1-26.251-10(0821

Attachment: TRANE HEAT AIR HANDLERS AT WWTP (2023-118 : Authorizing the Purchase of Heat Air Handlers for the Wastewater Treatment

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-119
Resolution authorizing the purchase of an email archiving appliance in the amount of $8,700 from SHI utilizing Capital Funds.

RESOLUTION NO. 2023-119

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PURCHASE OF AN EMAIL ARCHIVING APPLIANCE

WHEREAS, the City has a need to purchase an email archiving appliance; and

WHEREAS, the City has obtained the attached quote:

- SHI in the amount of $8,700.00 off of Omnia Partners - IT Solutions Contract #2018011-02

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of $8,700.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-183-005. 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 an emailing archive appliance in the amount of $8,700.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-119 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

SHI

Pricing Proposal
Quotation #: 22986000
Created On: 1/19/2023
Valid Until: 1/31/2023

City of Asbury Park

Inside Account Executive

Joe Dellaragione
NJ
United States
Phone: (732) 502-5729
Fax:
Email: joe.dellaragione@cityofasburypark.com

Greg Malandruccolo
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1347
Fax:
Email: Greg_Malandruccolo@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	DataCove - Email Archiving Appliance Datacove - Part#: DATACOVE DC4-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$8,700.00	$8,700.00
2	Datacove DC4-2000 - E-Mail Archiving Appliance Datacove - Part#: DC4-2000 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$0.00	$0.00
3	DataCove T2 - Active Updates 3Years Datacove - Part#: DC4-2000_U/3 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$0.00	$0.00
4	DataCove - Ground Shipping Datacove - Part#: DATACOVE-SHGD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$0.00	$0.00
			Total	$8,700.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

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

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-120
Resolution authorizing the replacement of the cooled chillers at the Municipal Building totaling $714,734.00 from Trane U.S. Inc on the Omnia contract utilizing Capital Funds.

RESOLUTION NO. 2023-120

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE REPLACEMENT OF THE COOLED CHILLERS AT THE MUNICIPAL BUILDING

WHEREAS, the City has a need to replace the cooled chillers at the Municipal Building; and

WHEREAS, the City has obtained the attached quote:

- Trane U.S. Inc. in the amount of $714,734.00 off of OMNIA Partners Contract Racine #3341

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of $714,734.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-183-001, C-04-55-998-183-002, C-04-55-998-183-003 and C-04-55-998-182-003. 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 replacement of the cooled chillers at the Municipal Building in the amount of $714,734.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Public Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-120 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

TRANE

Proposal

Trane North Jersey

PROPRIETARY AND CONFIDENTIAL PROPERTY OF TRANE

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Job Name: Asbury Park Municipal Building Chiller Replacement TK

Date: 1/30/23

Price Valid for: 30 Days

Proposal Number: 7081630

Quote Number: B6-hf7AAC-22-001

Co-Op Contract Number: OMNIA Racine #3341

Presented By:
Trane North Jersey
19 Chapin Rd. Building B; Suite 200
Pine Brook, NJ 07058

Trane US Inc is pleased to offer our proposal to furnish and install the following equipment, materials, and installation at the above-mentioned location as per your request.

PROJECT INTENT/SUMMARY

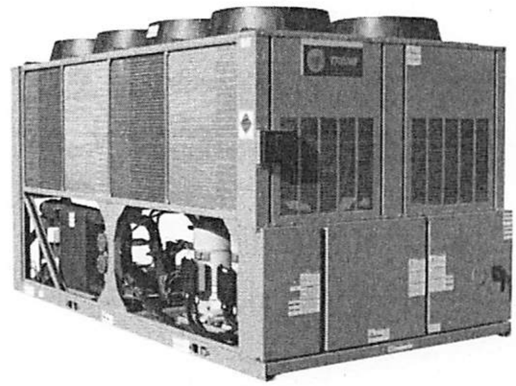
This Trane furnished installation will be performed according to all applicable local building codes, OSHA safety regulations and air conditioning industry "best practices". Trane will provide all required field project management, scheduling, and coordination of all trades along with Asbury Park personnel. Trane's assigned Project Manager will be your sole point of contact for this project.

City Of
ASBURY PARK
New Jersey

Attachment: TRANE CHILLERS AT MUNICIPAL BUILDING (2023-120 : Authorizing the Replacement of the Cooled Chillers at the Municipal

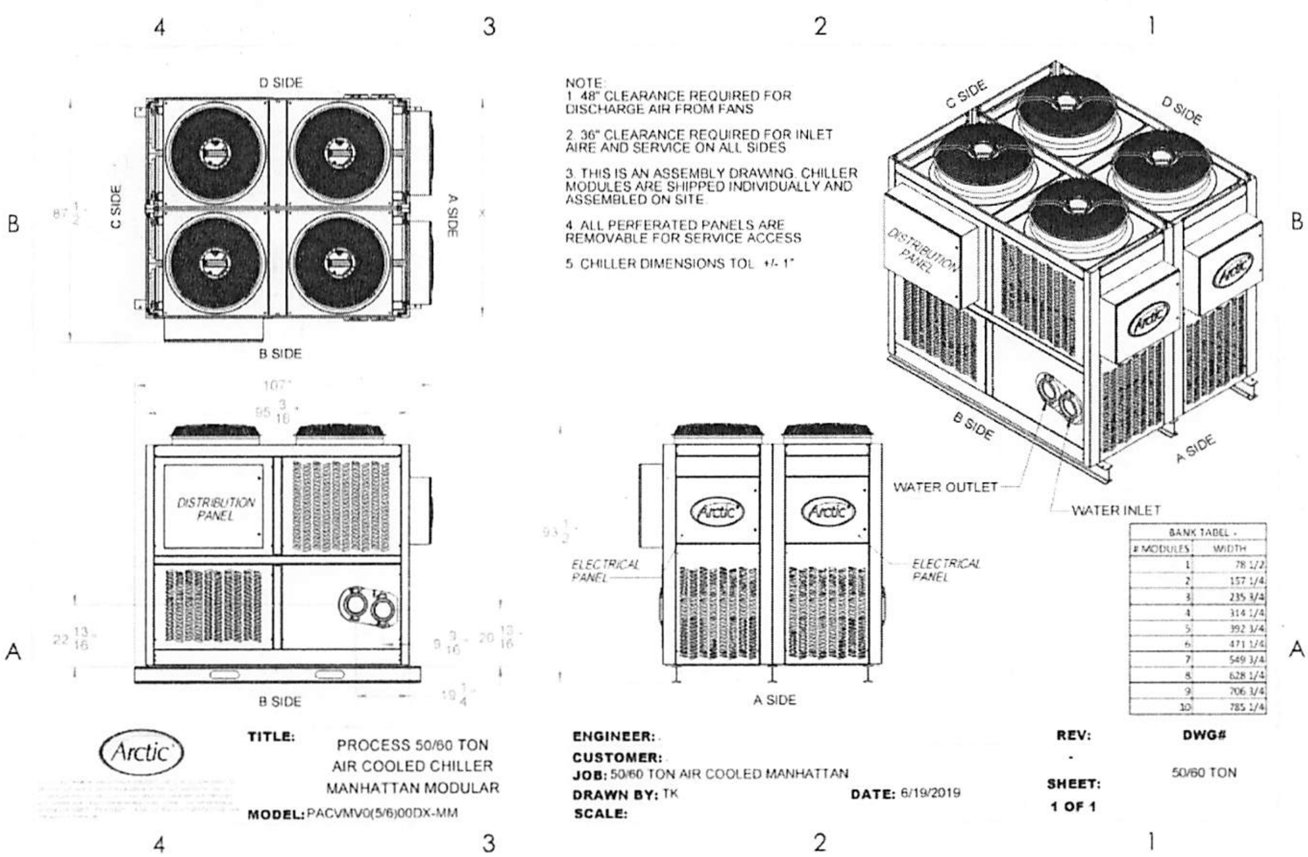
Major Equipment

Unit Overview	
Chiller Model	CGAM
Unit Nominal Tonnage	100 tons
Unit Type	High efficiency
Refrigeration Capacity	96.89 tons
Cooling Efficiency	10.21 EER (Btu/W-h)
IPLV.IP	15.43 EER (Btu/W-h)
NPLV.IP	15.23 EER (Btu/W-h)
Elevation	0.000 ft
Unit Frequency	60. hertz
Unit Voltage	460. volt 3 phases
Refrigerant Type	R410A
Number of compressor	4
Number of circuits	2
Number of capacity steps	4
Agency Listing	UL/CUL
Model Number	CGAM100F2**2AXD2A1A1A1DX* A1C1A4AXXXXXA1A3A1D1XXF* X



Model: TPACVMV0500D4-MM

DIMENSIONAL DRAWING



Attachment: TRANE CHILLERS AT MUNICIPAL BUILDING (2023-120 : Authorizing the Replacement of the Cooled Chillers at the Municipal

Turnkey Scope of Work

1. Safe off and disconnect electrical, control, and piping to the chiller
2. Refrigerant and Oil Recovery and Disposal for (2) existing air cooled chillers
3. Recover glycol and temporarily store. Glycol will be reintroduced later
4. Demo and removal from site of (2) existing air cooled chillers
5. Rig new unit and set on existing steel on top of neoprene isolators. Chillers to come with coated condenser coils for corrosion protection.
6. Provide and install new piping from the isolation valves to the chiller. New manual isolation valves will be provided
7. Provide and install weather clad insulation to match existing on outdoor piping.
8. Reconnect existing electrical feeders new air cooled chillers
9. Factory startup of the chillers
10. Pre and post water flow readings

Attachment: TRANE CHILLERS AT MUNICIPAL BUILDING (2023-120 : Authorizing the Replacement of the Cooled Chillers at the Municipal

General Notes & Exceptions

- The project price above does not include NJ Sales tax. Applicable taxes will be added depending on certificates supplied.
- Current Lead Time for (2) Air Cooled Chillers is 45 Weeks
- Current Lead Time for Modular Chiller is 25 Weeks
- No controls work is included in this proposal. The customer will contract with their current controls vendor to provide and install controls to the unit. Trane will provide the chiller with a LON Card
- Rigging will be completed on regular time. Coordination will need to take place to minimize the amount if people in the area of the building beneath the rig paths.
- Glycol will be restored to pre-construction levels. No additional glycol will be included to alter the freeze protection properties of the system.
- Pumps are assumed to be sufficient for the new chiller installation.
- Engineering or coordination studies are not included.
- Rental cooling during work period is not included.
- This project pricing is based on all work being performed during normal business hours.
- Quote is based on prevailing wage labor rates
- Customer provide clear access to all work areas.
- Work to correct any pre-existing code violations that may exist not included.
- Trane will assist owner in acquiring required building permits. Trane does not include building permit fees in this proposal. Permit fees are to be paid by owner if applicable.
- Trane has not performed a cooling load calculation on the existing building to determine cooling capacity. New unit sized to match existing airflows, capacity, etc. Trane has sized equipment based on tonnage of existing chiller

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Project Pricing

Base Price (2) 100 Ton Air Cooled Chillers Replaced In-Kind.................................... $ 516,331.00

Alternate Price, Install (1) 150 Ton Modular Chiller...$ 714,734.00

The quoted price is valid for a period of thirty (30) days from the date of this proposal.

Pricing on the equipment in this proposal is valid for (15) days from date of proposal.

We appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Michael Sebastiano

Michael Sebastiano
Service Sales Account Manager

Commercial HVAC North America
732-258-8045 – Direct Cell
973-244-7010 – Emergency Service

michael.sebastiano@trane.com

CUSTOMER ACCEPTANCE

____
Authorized Representative

____
Printed Name

Title ____________________________________

Purchase Order ____________________________

Acceptance Date ___________________________

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.
1. **Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resultin from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ANI EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made c an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice t Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order sha be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent t terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company' notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Custome does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer' acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approv by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendere by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available a https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provide Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehous (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility c warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and simila taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificate evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and an taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other term and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to chang at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in ra materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release i not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may als charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notic to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilitie Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a writte change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Compan performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agree to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Wor in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whethe delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except a expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completior Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance an the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonabl shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charg equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collec amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agree that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of a amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of a taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments du Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or it representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonabl efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipmer and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Compan and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correc any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) t Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other buildin systems, and to diagnose and remotely make repairs at Customer's request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Wor in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, i writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have bee completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. An subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completec Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days fror date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, an inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiation thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charge for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are nc included in the Proposal, Company will invoice Customer for such costs.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise conceale physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that diffe materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company sha notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or tim required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price contract time, or both.
14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Wor site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

Attachment: TRANE CHILLERS AT MUNICIPAL BUILDING (2023-120 : Authorizing the Replacement of the Cooled Chillers at the Municipal

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardou Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any wa affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performin the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall noti Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulation Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents an subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating t any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affecte area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handl Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.
16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable t carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company' obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company fc all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting th foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemi insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or nor action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and th requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedie to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment b Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or propose to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a truste receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false c misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable t Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)
18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, cost expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent cause by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither part shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, th obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early terminatio hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOS REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEE ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION I FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability i connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under thi Agreement.
20. CONTAMINANTS LIABILITY
The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, service and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WIL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COST RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**
21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or allege infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for pater infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer' design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperat with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense
22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured an installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limite Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured b Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substanti completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives benefici use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) anc if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must b reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioratior Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellatio of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser c Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufacture by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOME UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON AN WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED B COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHE WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKE NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITIN ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUC CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWIS AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**
23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request fron Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript addition insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

Attachment: TRANE CHILLERS AT MUNICIPAL BUILDING (2023-120 : Authorizing the Replacement of the Cooled Chillers at the Municipal

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act sha commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or i subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws c the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province' law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in th state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of actio has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be accordin to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. Thi Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral c written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents sha be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of bein enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of th transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, c its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer' permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all togethe shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and th applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notic of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provinci Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered unde this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Feder contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installatio contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the followin mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222 50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complet information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, o all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company wi have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Custome will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the executio thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain writte authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Propos or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacit as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limite waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to aris out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other leg theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the stat in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressl consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Actio arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any simila tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permittin or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual i duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable i accordance with its terms.

1-26.251-10(1221
Supersedes 1-26.251-10(0821

Attachment: TRANE CHILLERS AT MUNICIPAL BUILDING (2023-120 : Authorizing the Replacement of the Cooled Chillers at the Municipal

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-121
Resolution authorizing an annual HVAC preventative maintenance agreement with Air System Maintenance in the amount of $28,784.00 utilizing various O&E funds.

RESOLUTION NO. 2023-121

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN ANNUAL HVAC PREVENTATIVE MAINTENANCE AGREEMENT WITH AIR SYSTEM MAINTENANCE

WHEREAS, the City has a need for an annual HVAC maintenance agreement; and

WHEREAS, the City has solicited and obtained quotes from Air Systems Maintenance, Air Care New Jersey, Inc. and Bear Creek Heating and Cooling, LLC; and

WHEREAS, the City of Asbury Park is desirous of awarding the maintenance agreement to Air Systems Maintenance in the amount of $28,784.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts: 3-01-20-100-000-207, 3-01-25-240-000-218, 3-01-25-265-000-218, 3-01-26-290-000-218, 3-01-26-310-000-218 and 2-07-55-502-000-218 . The maximum dollar value of this purchase is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the annual HVAC maintenance agreement with Air Systems Maintenance in the total amount of $28,784.00; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-121 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

AIR SYSTEMS MAINTENANCE

718 JEFFERSON AVENUE
KENILWORTH, NJ 07033
PHONE 908-241-1555, FAX 908-241-8111

DATE: January 31, 2023

CUSTOMER: Asbury Park DPW

ADDRESS: 9 Main Street

CITY: Asbury Park

STATE: New Jersey

ZIP: 07712

LOCATION: DPW, Police Dept, City Hall, Council Chambers, Firehouse and Sewer Plant.

Senior Center T&M

ATTENTION: Mr. Robert Bianchini

AIR SYSTEMS MAINTENANCE
PREVENTATIVE MAINTENANCE AGREEMENT

(I) -General Conditions

This agreement shall become effective upon acceptance of the signed contract by Air Systems Maintenance and the customer. It shall be renewed by an addendum issued 30 days before each anniversary of said date unless canceled by due notice from either of the parties hereto or by Air Systems Maintenance for non-payment as per the agreement terms.

The annual rates for coverage's provided under this agreement will be subject to adjustment on each anniversary as a result of either:

A – changes in the scope of coverage or,
B – any escalation of labor and/or material costs.

In the event of a cancellation of the agreement, a pro-rated charge for the period of time the agreement was in effect will be due and payable, along with charges for any non-covered services rendered during the period.

All services to be performed under the terms of this agreement shall be rendered only between the hours of **8:00 a.m. and 4:30 p.m.,** Monday through Friday, unless 24-hour service response is included, as an option, to the plan coverage selected. In warranty service will be performed only during the normal working hours described above.

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

For a **covered service** performed outside normal working hours, including in warranty services, when specifically done so at the customer's request, a charge equal to the rate differential between straight time labor and the overtime labor rate applicable for the period, will be made.

Covered Maintenance Services

Services will be rendered only to the equipment included in the **"List of covered equipment"** as itemized herein and to the extent of the coverage provided for in the list of covered services. Covered services will be as described in, and consistent with, the following selected coverage plans.

(II) – Description of coverage plans

☒ **Plan A:** ***Basic plan***

Annual cost of plan coverage $28,784.00 Plus Applicable Taxes

If the equipment in question is operating under the first-year guarantee for new installations, by **Air Systems Maintenance**, full maintenance coverage is not necessary at this time. Should a part fail, the labor and material will be provided for the repair under the terms of the guarantee, whether by **Air Systems Maintenance** or by another contractor. Routine annual maintenance is not part of the guarantee however and must be performed at the customer's expense. Annual startup and shutdown service is included in the preventative maintenance plan.

This plan calls for a fixed number of visits annually for the purposes of providing routine examination, lubrication, adjustments, calibration, filter and belt replacements and evaluation of system performance. Any discrepancies will be noted and the customer will be advised of any required corrective action.

No out of warranty repairs will be performed without the authorization of the customer.

No labor for emergency service, repairs, or the replacement of any parts is included in this type of coverage, however, service will be provided at the customer's request, on a time and material basis, at the lower contract labor rate. The customer will be entitled to priority response over non-contract customers. All materials and parts supplied will be billed separately.

☐ **Plan B: Deluxe plan**

Annual cost of plan coverage $ Plus Applicable Taxes

It is suggested that the deluxe plan be instituted after the first-year guarantee has expired. This plan will pick up the cost of labor for repairs and replacement of parts.

The full labor plan will include all labor for the coverage under **"Basic"**, plus all labor to render emergency service and to perform repairs and replacements of parts during normal working hours, except as may be noted in the list of exclusions. All materials and parts supplied will be billed separately.

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

(II) – Description of coverage plans - continued

☐ **Plan C: Comprehensive plan**

Annual cost of plan coverage $ Plus Applicable Taxes

This plan is suggested where a fixed annual cost for the maintenance and repairs of equipment of facilities is required. **Air Systems Maintenance** will assume full responsibility for the equipment and the customer pays a fixed monthly charge.

The total maintenance plan provides for all labor, parts and materials necessary to maintain equipment and systems on a priority basis; to service, repair or replace components or parts, and to provide emergency service when needed, except as may be noted in the list of exclusions.

☐ **Optional coverage:**

Annual cost of optional coverage $ Plus Applicable Taxes

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

(III) – Scope of Coverage

This maintenance program includes all labor to render all services as described in the selected maintenance plan. For the routine preventative maintenance section of the plan, it will include 4 maintenance visits per year, during which a minimum of the following applicable services will be provided for all covered equipment.

(Some items of equipment may require a less frequent inspection interval than indicated by the schedule above, and as a result, will only be inspected or serviced as per the schedule interval assigned to the equipment).

☒ Clean or install new air filters as required
☒ Filters supplied by Air Systems Maintenance FOR ALL SITES EXCEPT SEWER PLANT
☒ Filters supplied by the customer SEWER PLANT ONLY
☒ Lubricate all moving parts
☒ Inspect and adjust all controls
☒ Inspect and adjust operating charges
☒ Inspect or replace and adjust belts
☒ Belts supplied by Air Systems Maintenance
☐ Belts supplied by customer
☒ Inspect all moving parts for proper operation
☒ Inspect and clean, as needed, condensate pans and drain lines
☒ Inspect and adjust for efficient operation, all covered equipment and systems
☒ Check and adjust, if necessary, all controls, valves, pumps, and regulators
☒ Perform manufacturers recommended annual maintenance procedures, including but not limited to, seasonal Change over, spring start-up and fall shutdown. In the case of water-cooled chillers tube cleaning and oil Analysis services.

Reciprocating Systems

☒ Package ☒ Split ☒ Chiller

☒ Check suction, oil, and discharge pressures.
☒ Minor leak test
☒ Check oil pressure and compressor safety controls
☐ Check water-regulating valve and adjust if required
☒ Check operation of unloaders
☐ Drain condenser and chiller
☐ Clean condenser tubes or coils (One time per year)
- ☐ Mechanically ☐ **Chemically**
- ☐ Labor included ☐ **Material** included

Air Handler Systems

☒ Lubricate motor bearings
☒ Lubricate fan bearings
☒ Check and adjust drive belts
☒ Check fans and fan drive alignments
☒ Clean O.A. intake screens and check dampers
☒ Check exhaust fans 1 times/year
☐ Drain water coils
- ☐ Add anti-freeze

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

Condensing Medium

☐ Tower ☐ Evaporative Condenser ☒ Air Cooled

☐ Lubricate motor and pump bearings
☒ Lubricate fan bearings
☐ Check and adjust drive belts
☐ Check spray nozzle
☒ Check rotation of fan
☐ Clean float control; adjust for correct water level
☐ Clean basin and sump
☐ Clean line strainer
☐ Check oil in gear box
☐ Check condition of coils for scale
☐ Check bleed rate and adjust
☐ Drain system
☐ Water Treatment Service
  ☐ Materials part of this contract
  ☐ Materials extra ☐ A. S. M.
  ☐ By ☐ By owner

Controls

☒ Check all thermostats
☐ Check all humidistats
☐ Check all recorders
☒ Check damper operators
☒ Check automatic control valves
☒ Check unit controls

Air Compressor

☐ Clean air intake screen
☐ Drain water from tank
☐ Lubricate
☐ Check drive
☐ Check and adjust air pressure

Heating Systems **NOTE BOILERS BY OTHERS**

☐ Check heating coils
☐ Check and clean as required: traps, strainers, valves, etc.
☐ Check, clean, and adjust boiler safety & operating controls
☐ Check boiler water level and low water cutout
☐ Check condensate return pump
☐ Check automatic valves
☐ Inspect burner operations: lubricate & adjust if required
☐ Clean burner one time
☐ Check and adjust burner control
☐ Check unit heater (s) times/year
☐ Water treatment service
☐ Perform efficiency test times/year
☐ Clean boiler tubes
  ☐ A.S.M. ☐ By one time

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

Note: *Air Systems Maintenance will supply all oils, gaskets, and filters necessary to complete the winter shut down inspection for the above unit. All other replacement parts and repair labor will be considered an extra. All parts and materials will be invoiced separately at Service Contract discounts.*

(IV) – Non-covered rates

Any **non-covered** services requested by the customer and/or services performed at times other than during a regular maintenance visit, will be charged at our reduced contract labor rate of $130.00per man hour during normal working hours. These rates apply to any services that are **not covered** by the selected maintenance plan. The labor rate for **non-covered** services is subject to change upon written 30day notice. Premium time rates will be calculated on the contract labor rate stipulated herein.

For all repair work performed during normal working hours (8:00 am – 4:30 pm, Monday – Friday), the prevailing hourly rate is $130.00/hour. Time and one-half rate of $195.00/hour will be charged for work performed before 8:00 am and after 4:30 pm, Monday – Friday and all-day Saturday. Sundays and legal Holidays shall be charged for at double time rate of $260.00/hour when work is performed.

Note: (4 hour minimum charge on Saturday, Sunday and Holidays)

Vehicle charge will be charged as a flat rate of $125.00.00 per vehicle and will be applied to each non-covered, billable, service call. If repairs and/or replacement of parts occur during a regularly scheduled maintenance visit, no charge for vehicle charge will be made, even if the repairs are billable. However, should a covered service be performed, at the customer's request, outside of normal working hours, a vehicle charge will be applied to the service call as well as the premium rate differential.

(V) – Initial Inspection

Upon the first regular inspection of any equipment which is to be covered under the terms of this agreement, any and all deficiencies discovered will be itemized and presented to the customer with our recommendations for corrective action. Unless defined as part of our responsibility in the optional coverage section, liability for the cost of an initial correction of such deficiencies is the customers.

For the purposes of this agreement, it is assumed that all equipment which is to be covered is in proper working order, and prior to such time as all deficiencies noted on the initial inspection report are corrected, **Air Systems Maintenance** will not accept responsibility for full coverage of items listed in a deficiency report.

Recommendations:

When specific problems with the equipment arise during the course of a maintenance agreement, **Air Systems Maintenance** will identify the problem and either correct it if included as part of our contract coverage or make a recommendation to the customer as to the remedial work that is needed. Should the customer fail to correct the problem as recommended, any further service required as a result of the problem, (specifically service labor, parts, and materials) which would normally be considered as being covered by the maintenance agreement, will no longer be covered. Any additional costs, which accrue to **Air Systems Maintenance** as a consequence of the problem not being corrected, will be billed to the customer.

Example:

Customer has a **"Deluxe"** contract that covers most labor for repairs and service calls. A part needs replacing and is not covered under the contract. Once the customer is informed of the required corrective action and no action is taken, any subsequent service calls made as a result of the defective part in question, will be billable to the customer.

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

(VI) – Exclusions

The following are excluded from coverage under the terms of this agreement, unless specifically itemized and defined as part of the plan coverage or as an optional coverage:

- Parts, materials, or labor for the replacement, repair or rebuilding of major components or parts such as: compressors, motors, coils, heat exchangers or similar items
- Water supplies beyond valves, wiring beyond disconnects and drain piping beyond traps.
- Materials or parts, except as defined in the equipment lists and in the scope of coverage.
- Any repairs or services required due to circumstances beyond our direct control, such as: misuse, abuse, vandalism or force majeure.
- Repairs to any equipment covered under the terms of a service agreement with another party.
- Water treatment or chemicals, unless water treatment is contracted for through **Air Systems Maintenance**
- Repairs caused as a result of erosion, corrosion or the unsuitability of equipment for the use intended.
- Cleaning or painting of coils, cooling towers, cabinets, ductwork or condensers.
- Repairs, which are made necessary as a result of work done by persons other than **Air Systems Maintenance** personnel.
- Rigging

Note: *Air Systems Maintenance accepts no responsibility for problems arising from, or due to, inherent design deficiencies or misapplication of equipment. If such a situation arises, Air Systems Maintenance can supply, upon request, the necessary engineering or technical expertise to identify, and offer solutions to, such problems.*

All engineering services and any corrective actions undertaken are outside the scope of this agreement.

Furthermore Air Systems Maintenance will not be liable for any alterations, repairs, or replacements made necessary by changes in insurance regulations, applicable codes or other authorities having jurisdiction over the facility.

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

(VII) Refrigerant Handling:

Compliance with Federal statutes and guidelines

It is well known by anyone who owns or maintains any air conditioning equipment that new federal regulations have been instituted to govern the use and disposition of all CFC type refrigerants. There are presently restrictions on CFC types of refrigerants and a phase-out schedule which will totally eliminate their production altogether at the end of the phase-out period. At that time refrigerant could cost as much as **$80.00** per lb., or more, to replace.

In addition, severe penalties, in the form of huge fines and possible imprisonment, are being instituted for anyone who knowingly disposes of these refrigerants in any manner not prescribed by law.

As a result, all responsible contractors have been required to purchase and certify themselves in the use of recovery and recycling equipment for handling CFC type refrigerants.

This has added substantially to the cost of paperwork procedures and to the equipment needed to be in compliance. In an effort to keep labor rates at an acceptable level and to be fair to our clients concerning this process, we have consolidated the added cost into a flat-rate daily charge for the use of the equipment. The charge will be **$100.00** per day minimum regardless of the time involved and will apply to each day or part of a day wherein the equipment is used.

If the refrigerant and/or oil being removed are contaminated and cannot be reused in the system, the cost for shipping and disposal of the refrigerant will be added to the job. Since this is a fairly new industry, costs vary widely and are changing almost daily as competition intensifies. We will make every effort to control these costs at the lowest level.

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

(VIII) – Terms and Conditions

By entering into this agreement, purchaser agrees to be bound by the following terms and conditions:

This proposal is based upon the use of straight time labor only. That the Seller's work under this contract (unless specifically written herein) will not include major air distribution balancing, alteration or cleaning of ductwork, chimneys, alteration or rebuilding of fire chambers, repair or replacement of insulation, heat exchangers, sanitary water supply or drain plumbing, electrical service and disconnect switches, thermocouples, pneumatic controls, air pressure systems. Also excluded are items not normally maintainable such as casings, cabinets, fixtures, structural supports, grillage, tower fill, water piping, steam piping, drain piping, boiler shell tubes and boiler refractory.

Customer will not hire or otherwise engage any **Air Systems Maintenance** personnel during their employment or within twelve (12) months of their termination of employment with Air Systems Maintenance Corporation.

Payment and Taxes – Payment shall be made net 30 days from date of invoice. **Air Systems Maintenance** reserves the right to require cash payment or other alternative method of payment prior to completion of work if **Air Systems Maintenance** determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay **Air Systems Maintenance** any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

Working Hours – All services performed under this Agreement including major repairs, are to be provided during normal working hours unless otherwise agreed.

Additional Service – Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at **Air Systems Maintenance** prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

Exclusions – **Air Systems Maintenance** is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. **Air Systems Maintenance** is not responsible for repairs, replacements, alteration, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attach, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, or any other cause beyond **Air Systems Maintenance** control.

Air Systems Maintenance is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, similar hazardous substances, or mold, fungi, mildew or bacterial. In the event that **Air Systems Maintenance** encounters any asbestos product or any hazardous material in the course of performing its work, **Air Systems Maintenance** may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. **Air Systems Maintenance** shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Air Systems Maintenance shall not be required to perform tests, install any items of equipment or make modification that may be recommended or directed by insurance companies, government, State, municipal or other authority. However, in the event any such recommendations occur, **Air Systems Maintenance** shall not be required to repair or replace equipment that has not been properly maintained.

Warranty – **Air Systems Maintenance** warrants that all service provided under this Agreement shall be performed in a workmanlike manner. **Air Systems Maintenance** also warrants all parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

of service, determined to be defective within ninety (90) days of completion of service, **Air Systems Maintenance** shall at its option repair, replace or issue a credit for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to **Air Systems Maintenance** in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE Air Systems Maintenance obligation to repair, replaces, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.

Delay – Delays caused by conditions beyond the reasonable control of other party shall not be the liability of either party to this Agreement.

Customer Responsibilities – Customer shall:

- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify **Air Systems Maintenance** of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow **Air Systems Maintenance** to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where **Air Systems Maintenance** remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

Equipment Condition & Recommended Service – Upon the initial scheduled operating and/or initial annual inspection, should **Air Systems Maintenance** determine the need for repairs or replacement, **Air Systems Maintenance** will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement.

Customer Termination – Customer shall have the right to terminate this Agreement for **Air Systems Maintenance** non-performance provided **Air Systems Maintenance** fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance.

Air Systems Maintenance Termination – Air Systems Maintenance reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and **Air Systems Maintenance.**

Limitation of Liability – Under no circumstances shall **Air Systems Maintenance** be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. **Air Systems Maintenance** shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that **Air Systems Maintenance** negligent acts or omissions directly contributed to such injury or property damage. **Air Systems Maintenance** maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to **Air Systems Maintenance** under this Agreement, subject to right of removal and return of equipment provided under this Agreement to **Air Systems Maintenance.**

(IX) – Agreement

The total cost for annual coverage will be as indicated for the plan selected, **plus all applicable taxes**, and will be payable in equal -

- ☐ **Annual**
- ☐ **Semi-annual**
- ☐ **Quarterly**
- ☐ **Monthly**

Installment(s), with payment to commence on the effective date of the agreement. All other charges will be invoiced monthly and are due within **30 days** from the date of invoice.

For: **Air Systems Maintenance** Mark Attias Date: January 31, 2023

By: Mark Attias

Title: Sales Manager

For: **Client** Date:

By:______________________________

Title:______________________

Effective Date of Agreement:

(X) – List of covered equipment

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

No.	Make of Unit	Model Number of Unit	Serial Number of Unit	Location
SITE	DPW			
1	TRANE RTU	YHC072E3RLA0DC	11131169L	ROOF
2	CARRIER COND	38CKB042500	4995E08771	GROUND
3	GOODMAN COND	GSC130603CD	1507306623	GROUND
4-16	12 REZNOR	GAS FIRED HEATERS		
	COST $ 4,640.00			
SITE	CITY HALL	CENTER BD CITY HALL		
1	TRANE AHU CW	TSCB012UE	K07M51702A	ROOF
2	TRANE AHU CW	TSCBD17UE	K07M5196A	ROOF
	COST $2,815.00			
SITE	COUNCIL	CHAMBER NORTH BD		
1	TRANE RTU	TCD150040ABB	712101135D	ROOF
SITE	POLICE DEPT	SOUTH BD		
1	TRANE CW	NA	NA	ROOF
2	MITSUBISHI EVAP	MSZ-GL12NA	4007805	SHIFT COM
3	MITSUBISHI COND	MUZ-GL12NA	17C31008	SHIFT COM
4	TRANE CHILLER	RTAA0904X101A3LO	V08B07463	ROOF
5	TRANE CHILLER	J92A80148	NA	ROOF
6	FUJITSU COND	AOU36RLXB	025772	IT GROUND
7	FUJITSU EVAP	NA	NA	IT
8	DAIKEN COND	RX12NMVJC	G046361	IT SERVER
9	TRANE AHU CW	LPCAD21FYFPO	T07M81830	CITY MAN
	COST $6,059.00			
SITE	SEWER PLANT			
1	TRANE AHU	MCCB030UAOUA	K08D45241	WEST PENT
2	TRANE AHU	MCCB003UAOCOUA	K08D45251	EAST PENT
3	TRANE AHU	MCCB003UAOCOUB	K08D45266	EAST PENT
4	TRANE AHU	MCCB006UAOCOUB	K08D45256	EAST PENT
5	TRANE AHU	MCCB014UAOCOUB	K08D45271	EAST PENT
6	TRANE AHU	NA	NA	RBC
7	TRANE AHU	NA	NA	RBC
	COST $11,440.00			
SITE	FIRE HOUSE			
1	YORK COND	YFE60B21SA	WIEA816471	ROOF
2	AHU	NA	NA	CEILING
	COST SECTION			

	DPW	$4,640.00		
	CITY HALL	$2,815.00		
	COUNCIL CHAM.	$1,935.00		
	POLICE DEPT	$6,059.00		
	SEWER AUTH	$11,440.00		
	FIREHOUSE	$1,895.00		
	TOTAL	$28,784.00		

AIR CARE NEW JERSEY, INC.
1800 E. State St.
Suite 115
Hamilton, NJ 08609
(P) 609-586-2011
Service@AirCareofNJ.com
www.AirCareofNJ.com

January 27, 2023
Proposal # 6485

Asbury Park Municipal
9 Main Street DPW
Asbury Park, New Jersey
Att: Mr. Robert Bianchini

RE: Preventive maintenance for the following 7 sites.

1- DPW
2- City Hall
3- Police Dept.
4- Council Chambers
5- Fire House
6- Library
7- Sewer Plant

This work will be in the amount of. $ 39,569.00 plus tax

Signature------------------------
Print Name

Thank You for the Opportunity

Kevin O'Connor P.M.

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC preventative maintenance agreement with Air

HVAC SERVICE ORDER INVOICE

Bear Creek Heating and Cooling LLC
45 Camelot Drive, West Milford, NJ 07480
(973)-903-2600
NJ License # 6161

METHOD OF PAYMENT
☐ CASH
☐ CHECK DRIVER'S LIC. NO. ____
CREDIT CARD ☐ M/C ☐ VISA ☐ AMEX
EXP. DATE ____
CC NO. ____

UNIT	UNIT
MAKE	MAKE
MODEL	MODEL
SERIAL NUMBER	SERIAL NUMBER

NAME: Asbury Park DPW Mr. Robert Bianchini
STREET: 9 Main Street
DATE: 1/25/23
CITY: Asbury Park, New Jersey 07712
PROMISED:
PHONE (HOME) PHONE (WORK)
SCHED. TIME ☐ A.M. ☐ P.M.
TECHNICIAN
WORK TO BE PERFORMED: Preventive Maintenance Bid.

ENVIRONMENTAL CHECKLIST

CONDENSING UNIT	QTY	TYPE/DISPOSITION
☐ RECOVERED		
☐ RECYCLED		
☐ RECLAIMED		
☐ RETURNED		
☐ DISPOSAL		
☐ DISMANTLED		
☐ CHANGED OUT/REPLACED		TOTAL $

DESCRIPTION OF WORK

Proposal for preventive Maintenance Following Sites
Sewer Plant, Library, Firehouse, Council Chamber, Police Dept, City Hall and DPW.

Total Cost $42,855.00
Labor Rate for Service Calls $40.00 per hour regular time.

QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
	REFRIGERANT R- LBS		
	FILTERS X X		
	TOTAL MATERIALS		

HRS	LABOR	RATE	AMOUNT
	TOTAL LABOR		

CHECK LIST
☐ COMPRESSOR
☐ SUCTION ____ PSI
☐ HEAD ____ PSI
☐ VOLTS ____ AMPS
☐ ELECTRICAL CONNECTIONS
☐ CONTACTS TIGHT & CLEAN
☐ OIL LEVEL & CONDITION
☐ CONDENSER COIL
☐ CLEAN COIL & CHECK FIN COND
☐ ENT ____ ° LVG ____ °
☐ REFRIGERANT
☐ LEAK ☐ CHARGE
☐ FAN AND MOTOR
☐ VOLTS ____ AMPS ____
☐ ELECTRICAL CONNECTIONS
☐ CONTACTS TIGHT & CLEAN
☐ FAN PULLEYS (ADJUST BELT)
☐ CHK. LUB BEARINGS & MOTOR
☐ EVAPORATOR COIL
☐ CLEAN COIL & CHECK FIN
☐ ENT DB ____ ° LVG DB ____ °
☐ ENT WB ____ ° LVG WB ____ °
☐ CONDENSATE AREAS
☐ INSPECT & CLEAN DRAIN PAN
☐ INSPECT & CLEAN DRAIN
☐ AIR FILTERS
☐ CLEANED ☐ REPLACED
FILTER SIZE ____
☐ HEATING ASSEMBLY
☐ BURNER & HEAT EXCHANGER
☐ FUEL SUPPLY & PRESSURE
☐ PILOT ASSEMBLY
☐ FLAME ADJUSTMENT
☐ PRIMARY RELAY & FLUE
☐ FAN & LIMIT SWITCH OPER
☐ BLOWER ASSEMBLY
☐ RV VALVE
☐ STRIP HEAT
☐ DEFROST CYCLE
☐ ELECTRICAL COMP'TS.
☐ RELAYS ☐ CONTACTORS
☐ OVERLOAD ☐ PRESS. SWITCH
☐ THERMOSTAT
☐ O.K. ☐ REPLACE
☐ RELOCATE

TOTAL SUMMARY

TOTAL MATERIALS	
TOTAL LABOR	
TRAVEL CHARGE	
TAX	
TOTAL	

RECOMMENDATIONS

TERMS

I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense and/or impose a 2% liquidation fee on the entire amount contained in the Seller/Buyer transaction. Any damage resulting from said removal shall not be the responsibility of Seller.

CUSTOMER SIGNATURE ____ DATE ____

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

☐ REGULAR ☐ WARRANTY
☐ SERVICE CONTRACT

Thank You

Attachment: ANNUAL HVAC MAINTENANCE QUOTES (2023-121 : Authorizing an annual HVAC

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-122
Resolution authorizing an influent PS backup bypass pump system rental needed at the WWTP in the amount of $8,1900.00 utilizing Sewer funds.

RESOLUTION NO. 2023-122

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN INFLUENT PS BACKUP BYPASS PUMP SYSTEM RENTAL NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City has a need for a Influent PS Backup Bypass Pump System rental at the Wastewater Treatment Plant; and

WHEREAS, the City has solicited and obtained quotes from Municipal Maintenance Co., and Pumping Services, Inc.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the pump rental from Municipal Maintenance in an amount of $8,190.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 3-07-55-502-000-205. 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 a Influent PS Backup Bypass Pump System rental in the amount of $8,190.00 and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-122 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

V-000367

MUNICIPAL
MAINTENANCE CO.

Quotation

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

DATE 1/30/2023
Quotation # 44489Q R1

Bill To:
Rudy Corona
City of Asbury Park
1700 Kingsley St.
Asbury Park, NJ
(732) 921-1074

Rudy.Corona@cityofasburypark.com

Quotation valid until: 3/1/2023
Terms: Net 30 Days
Delivery: TBD

Project Name: WWTP Influent PS Backup Bypass Pump System Rental

Item	Qty	Description	Unit Price	Total Price
		• Mobilize, setup, test, breakdown, demobilize a complete bypass pumping system, capable of 6,000 GPM that will discharge into a pit inside the building. All cranes and equipment required to setup are included. • Rental of the following: (3) 8", CD225 Diesel Critically Silent Godwin pumps each utilizing 10" dip tubes for suction, independent 8" discharge piping and check valves. Pumps will draw suction from the two influent manholes in the front of the building. A 500 gallon fuel tank will be connected to the two lead pumps to minimize refueling efforts when pumping. We will use either HDPE fused pipe or flanged hose in the electrical room for added insurance against a pipe line breach in that room. Pumps will include floats for automatic operation and battery tenders. A cell phone dialer will be provided to notify if the pumps are running. Pump suctions will be placed as low as possible in the manholes, but will require some surcharging of the wetwell in order to pump. This surcharge will flood the wetwell and could cause damage to components. Customer is advised to carefully review this as we are not responsible for any damage caused.		$ 29,610.00
1	1	***Weekly rental rate:***	$7,820/week	
2	1	***Monthly rental rate:*** • Provide 100' of temporary fencing for duration of pump rental including setup and breakdown along street to contain pumping system and protect from the public.	$22,680/month $370	
3	1	• Vactor 2100 Combination Vacuum Truck with Operator (OSHA Confined Space Trained Crew) 800 ft. jetter hose, 2,500psi @ 80gpm, 15 yd. debris body, pump off decant system to clean influent channel. (Daily Rate)	$7,290	
			Total	8190.00

Comments:

- **This quotation is based on equipment availability.**
- This quotation does not include any taxes if applicable.
- Customer will be trained on the pump system operation. Pump rental allows up to 48 hours per week of pump operation before additional charges would apply for overtime running. See attached rental terms for further details.
- This quotation does not include any taxes if applicable.
- This quotation does not include solid waste disposal. All materials will be deposited back into plant system.

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

Thomas E. Guertler

Vice President
Tguertler@mmc-nj.com
Cell: (609)-304-3263

THANK YOU FOR YOUR BUSINESS!
ELECTRICAL CONTRACTOR LICENSE #15195
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM CO-OP CONTRACT
#B331-4

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

GRUNDFOS · PEERLESS PUMP · YEOMANS · MORRIS · Chicago PUMP · LaBour Taber · PACO PUMPS

C:\Users\mprovine\Desktop\44489Q-R1 Corona Influent Bypass Rental with Vactor Option

Attachment: WWTP PUMP SYSTEM RENTAL (2023-122 : Authorizing an Influent PS Backup Bypass Pump System Rental at the WWTP)

Pumping Services, Inc.
201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com
Electrical Contractor Bus. Permit #34EB01825300

PSI PROCESS
Employee Owned

Rental Quotation

Quote #	036223
Quote Date	**02/01/23**
Date Printed	02/01/23
Page	1 of 2

BILL TO
000878
Asbury Park - City of
1 Municipal Plaza
Asbury Park, NJ 07712

SHIP TO
Asbury Park -City of
8th & Ocean Avenues
Asbury Park, NJ 07712

CONTACT	PAYMENT TERMS	JOB #	INSTRUCTIONS
Gregory Schweikert	Net 30 Days Pending Approval		
WRITTEN BY	FREIGHT TERMS	SHIP VIA	
Rich Pietruszka	FREIGHT INCLUDED	OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
RENT PA6C60-ESP-A 6" DIESEL PUMP - SILENT ATTENTION: Overtime usage, if applicable, will be invoiced at the hourly overtime rate at the end of the rental. Please call us if you would like to arrange interim overtime billing. Engine driven equipment must be serviced with new filters and oil every 200 hours of run time. Pumping Services will provide this service if the equipment is located under 1 hour travel time from our shop as calculated by google maps. Otherwise we will provide you with the filters and any technical assistance you need over the phone. Rental is for an 8 hour day, 40 hour week, 160 hour month. Usage in excess will be invoiced at our overtime rates. **DAY: 903.0000 WK: 903.0000 MO: 2709.0000 O/T: 8.4700**	2	2709.0000	MO	5,418.0
DPIPE6 6" MANHOLE DROP PIPE **DAY: 10.5000 WK: 21.0000 MO: 63.0000 O/T:** ****************************** ****************************** DROP PIPES ARE TO HAVE FLANGES ON THEM TO BOLT-UP TO THE FLANGED DISCHARGE HOSE.	2	63.0000	MO	126.0
HOSER6B20Q 20' LENGTH OF 6" BYPASS HOSE FLANGED Installation of hose in pump stations is for short term temporary use only. The shock caused by the stopping and starting of the pumps and rubbing against the station opening could result in damage to the hose causing it to fail. Pumping Services is not responsible for any damage or consequences resulting from bypass hose failure or any failure in a temporarily installed system. **DAY: 42.0000 WK: 84.0000 MO: 252.0000 O/T:**	12	252.0000	MO	3,024.0
HOSER6SC20Q 20' LENGTH OF 6" SUCTION HOSE WITH QD COUPLINGS All hose must be rolled up and tied at the end of rental. **DAY: 31.5000 WK: 63.0000 MO: 189.0000 O/T:**	2	189.0000	MO	378.0
STRAINERR6T STRAINER TRASH 6" **DAY: 0.0000 WK: 0.0000 MO: 0.0000 O/T:**	2	0.0000	MO	0.0
RENT PUMP WATCH	1	441.0000	MO	441.0

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PSI PROCESS *Employee Owned*

Rental Quotation

Quote #	036223
Quote Date	**02/01/23**
Date Printed	02/01/23
Page	2 of 2

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
WIRELESS DIALER IN A NEMA 4X PUMP WATCH PRIMEX The wireless dialer you are renting from us sends alarm notifications via text or email only. We will need a list of emails and or cell numbers that will receive alarm notifications. Please provide the cell carrier (ie verizon, At&T, T-Mobile etc)with each phone number. **DAY: 441.0000 WK: 441.0000 MO: 441.0000 O/T:**				
RENT 050-1530 PIPE PLUG 15" - 30" LANSAS RENTAL DELIVERY CHECKLIST **DAY: 231.0000 WK: 231.0000 MO: 693.0000 O/T: 0.0000**	1	693.0000	MO	693.0
LANSAS SAFETY INSTRUCTIONS PROPER USE OF PNEUMATIC PIPE PLUGS - 2 SIDED FLYER I have received the safety instructions for pneumatic pipe plugs and I agree to read and follow them. If for any reason I do not have these instructions I will contact Pumping Services for a copy which I will review before proceeding. Otherwise these instructions are available on line at http://www.lansas.com/lansassa fetyflyer.pdf	1	0.0000	EA	0.0
BOLTR6 6" FLANGE BOLT W/ NUT 3/4" X 3" **DAY: 0.0000 WK: 0.0000 MO: 0.0000 O/T:**	112	0.0000	MO	0.0
FLGR6GKT 6" FLANGE GASKET **DAY: 0.0000 WK: 0.0000 MO: 0.0000 O/T:**	14	0.0000	MO	0.0
DELIVERY OR PICKUP Delivery or Pick-Up New Jersey Charge Per Truck Load Each Way It is the lessee's responsibility to unload and load our delivery trucks in a timely fashion.	4	200.0000	EA	800.0

****************************** ******************************

CUSTOMER WILL SET UP THE BYPASS AND ALSO SET THE PLUG IN THE PIPE. A PSI TECHNICHIAN WILL SET THE FLOATS FOR BOTH PUMPS AND ALSO THE FLOATS FOR THE HIGH ALARM DIALER. THE DIALER FLAOTS WILL BE SET BETWEEN THE PUMPS SO IF THE PRIMARY PUMP FAILS OR CAN NOT KEEP UP WITH THE FLOW THERE WILL BE AN ALARM BEFOR E THE LAG PUMP TURNS ON.

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. cannot store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or fax and fina once by certified letter requesting a response. Two weeks after receipt of our final letter or its undeliverable return, Pumping Services, Inc dispose of the equipment at its discretion.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
10,880.00	0.00	0.00	0.00	0.00	10,880.0(

Acceptance of Proposal:

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By

Print Name

Purchase Order Number

Da

Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repossession/retaking fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (11/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIF RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LES

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit a others to use the equipment without LESSOR'S prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to rest use to LESSEE's qualified personnel who have been previously instructed in proper equipment oper to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from imprope or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipmen including supplying fuel, oil, grease and water and daily checking of the general condition, including level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment s to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the differe between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned ba on LESSOR'S failure to repair the equipment if disabled or furnish substitute equipment for any reas whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any natu whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior v consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipme LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and te excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and its agents, servants and employees from and against any and all claims, damages, loss, expenses a attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive ger liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equi rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than $1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set fo above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available LESSOR. The insurance so provided shall be effective during the period from the moment of delive each item of equipment to LESSEE until the moment of return or surrender of possession of the last item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE beco subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceedin LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this co by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, t LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in fa LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESS the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSE must be a separate written option duly signed by an officer of LESSOR. Unless such a written optio actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been pr

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 16 hour month. Overtime shall be charged by the hour at one and one-half (11/2) the then applicable r A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of t equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects s be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to b sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notic said demand for strict compliance is hereby waived and time is expressly made of the essence here

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machine LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.

PSI PROCESS
Employee Owned

Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com

FAX

TO: Gregory Schweikert	**FROM:** Rich Pietruszka
Company: Asbury Park - City of	**Date:** 02/01/2023
Fax #: RICH.PIETRUSZKA@PSIPROCESS.COM	
RE: QUOTE 036223	

Need the Acrobat Reader?
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Attachment: WWTP PUMP SYSTEM RENTAL (2023-122 : Authorizing an Influent PS Backup Bypass Pump System Rental at the WWTP)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-123
Resolution authorizing the annual renewal of Adobe software subscription for $10,665.05

RESOLUTION NO. 2023-123

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF ADOBE

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

WHEREAS, the City has obtained the attached quote:

,• SHI in the amount of $10,665.05 off of Omnia Partners - IT Solutions Contract #2018011-02

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of $10,665.05; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 3-01-20-140-000-222. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal subscription of Adobe in the amount of $10,665.05 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-123 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

SHI

Pricing Proposal
Quotation #: 22982803
Created On: 1/19/2023
Valid Until: 1/31/2023

City of Asbury Park

Inside Account Executive

Joe Dellaragione
NJ
United States
Phone: (732) 502-5729
Fax:
Email: joe.dellaragione@cityofasburypark.com

Greg Malandruccolo
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1347
Fax:
Email: Greg_Malandruccolo@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Adobe Acrobat Pro DC for teams - Team Licensing Subscription Renewal (monthly) - 1 user - GOV - Value Incentive Plan - level 2 (10-49) - Win, Mac - Multi North American Language Adobe - Part#: 65297930BC02A12 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 1/19/2023 – 1/18/2024 **Note:** VIP# 406A06CAE3ED431EF67A	8	$189.49	$1,515.92
2	Adobe Creative Cloud for teams - All Apps - Subscription Renewal - 1 user - GOV - Value Incentive Plan - level 2 (10-49) - Win, Mac - Multi North American Language Adobe - Part#: 65304042BC02B12 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 1/19/2023 – 1/18/2024 **Note:** VIP# 406A06CAE3ED431EF67A	9	$1,016.57	$9,149.13
			Total	$10,665.05

Additional Comments

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

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

Attachment: SHI - ADOBE RENEWAL 2023 (2023-123 : Authorizing the Annual Renewal of Adobe)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-125
Resolution awarding a bid for printing services to Craftmaster Printing for two years from February 2023 through February 2025.
2021 Base Bid is $1,653.00
2023 Base Bis is $2,008.00

RESOLUTION NO. 2023-125

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING BID FOR PRINTING SERVICES

WHEREAS, on Thursday, January 26, 2023 the City of Asbury Park (the “City”) accepted bids for Printing Services; and

WHEREAS, the City received two (2) sealed bids for Printing Services; and

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

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-125 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

City of Asbury Park
2023 PRINTING SERVICES - BID OPENING
Thursday, January 26, 2023
11:00 AM

	BIDDER NAME	
	Craftmaster Printing 2024 State Route 33 Neptune, NJ 07753 curt@craftmasterprinting.com (732) 775-0011	Concept Printing 40 Lydecker Street Nyack, NY 10960 Jordan@conceptprint.com (845) 353-4040
TOTAL BID AMOUNT	2,008.00	3,928.00
EX. #1	107.00	175.00
EX. #2	151.00	265.00
EX. #3	66.00	135.00
EX. #4	95.00	275.00
EX. #5	95.00	255.00
EX. #6	107.00	195.00
EX. #7	107.00	195.00
EX. #8	65.00	145.00
EX. #9	60.00	135.00
EX. #10	107.00	225.00
EX. #11	70.00	145.00
EX. #12	60.00	125.00
EX. #13	65.00	65.00
EX. #14	77.00	68.00
EX. #15	50.00	75.00
EX.#16	76.00	205.00
EX.#17	181.00	365.00
EX. #18	469.00	880.00
Additional fees for set-up, seals, etc	0.00	0.00
Exhibit Total	2,008.00	3,928.00
Exhibit & Fee Total	2,008.00	3,928.00

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-126
Resolution authorizing a contract to The Ambient Group for the Wastewater Treatment Plant Underground Storage Tank Removal totaling $66,800.00 utilizing ARP Funds.

RESOLUTION NO. 2023-126

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING OF A CONTRACT TO THE AMBIENT GROUP, LLC FOR THE WASTEWATER TREATMENT PLANT UNDERGROUND STORAGE TANK REMOVAL

WHEREAS, the City of Asbury Park received and opened sealed bids on Thursday, January 19, 2023 for Wastewater Treatment Plant Underground Storage Tank Removal; and

WHEREAS, the lowest responsible and responsive bidder of the five (5) bids received is The Ambient Group, LLC in the amount of $66,800.00; and

WHEREAS, the City Engineer, City Attorney and Purchasing Agent all recommend awarding the project to The Ambient Group; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the American Rescue Plan Account 3-07-55-502-000-234. 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 award of a contract to The Ambient Group, LLC in the amount of $66,800.00.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-126 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

YOUR GOALS. OUR MISSION.

ASPK-00786

January 20, 2023
(*Via email*)

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
Wastewater Treatment Plant
Underground Storage Tank Removal
Recommendation to Award Bid

Dear Ms. Vieiro:

On Thursday, January 19, 2023, four (4) bids were received for the above referenced project. This project consists of the removal of the existing 8,000 gallon underground diesel fuel storage tank located at the Asbury Park Wastewater Treatment Plant located at 1700 Kingsley Street.

A bid summary is provided below, and complete bid tabulation is attached for your reference.

The Ambient Group, LLC	**$ 66,800.00**
T.R. Weniger, Inc.	$ 74,650.00
Herbert Lutz & Co., Inc.	$ 99,248.00
Aurora Environmental, Inc.	$ 129,840.00
Engineer's Estimate	*$ 79,500.00*

The apparent low bidder is The Ambient Group, LLC of Williamstown, NJ. We have worked with The Ambient Group on similar projects in NJ and have found their work to be satisfactory.

Based upon the above, T&M recommends that the City award the contract to the low bidder, The Ambient Group, LLC. for the project bid amount of **$66,800.00.**

Award of the contract should be made contingent upon certification of the availability of funds by the CFO and review of the bid package by the City Attorney.

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

Jason D. Harzold

JASON D. HARZOLD
CLIENT MANAGER
On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH:KFJ
Enclosures
Cc: Robert Bianchini, Director of Public Facilities and Capital Projects
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk (via email)
Frederick C. Raffetto, City Attorney (via email)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

G:\Projects\ASPK\00786\Correspondence\Vieiro_JDH_WWTP Removal_Recommendation of Award Letter.docx

Attachment: WWTP UST REMOVAL (2023-126 : Awarding of a contract to The Ambient Group for the WWTP Underground Storage Tank

BID SUMMARY
WASTEWATER TREATMENT PLANT
UNDERGROUND STORAGE TANK REMOVAL
CITY OF ASBURY PARK
ASPK-00786
JANUARY 19, 2023

				Engineer's Estimate		The Ambient Group, LLC 2515 Glassboro Cross Keys Rd. Williamstown, NJ 08094 Phone: 856-582-1765 Fax: 856-582-2114 scardoso@ambientgp.com		T.R. Weniger, Inc. 1900 New Brunswick Ave. Piscataway, NJ 08854 Phone: 732-968-3450 Fax: 732-968-4741 info@trweniger.com		Herbert Lutz and Co., Inc. dba HL Petroleum Co., Inc 2020 Clinton St. Linden, NJ 07036 Phone: 908-862-8888 Fax: 908-862-8883 john.woetko@lutztanks.com		Aurora Environmental, Inc. 1102 Union Ave. Union Beach, NJ 07735 Phone: 732-888-1188 Fax: 732-888-1190 john@auroraenvironmentalinc.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Decommissioning of UST System	LS	1.00	$35,000.00	$35,000.00	$39,000.00	$39,000.00	$48,000.00	$48,000.00	$52,700.00	$52,700.00	$97,640.00	$97,640.
2	Contaminated Soil Removal (Non-Hazardous) Includes Excavation, Stockpiling, Load-Out, and Disposal (If & Where Req'd)	TON	300.00	$65.00	$19,500.00	$50.00	$15,000.00	$48.00	$14,400.00	$67.37	$20,211.00	$61.00	$18,300.
3	Additional Backfill Material (If & Where Req'd)	TON	300.00	$50.00	$15,000.00	$26.00	$7,800.00	$20.00	$6,000.00	$41.79	$12,537.00	$28.00	$8,400.
4	Free-Phase Product and/or Contaminated Groundwater Includes Vacuum Truck & Disposal (If & Where Req'd)	GAL	5,000.00	$2.00	$10,000.00	$1.00	$5,000.00	$1.25	$6,250.00	$2.76	$13,800.00	$1.10	$5,500.
	Total Amount Bid				$79,500.00		$66,800.00		$74,650.00		$99,248.00		$129,840.0

I, FRANCIS W. MULLAN, P.E., C.M.E., ASBURY PARK CITY ENGINEER, CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.

January 20, 2023

FRANCIS W. MULLAN, PE, CME **DATE**
NJ Professional Engineer License No. 24GE03828400

Attachment: WWTP UST REMOVAL (2023-126 : Awarding of a contract to The Ambient Group for the

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-127
Awarding Contract to Vortex Aquatic Structures International Inc. for the Purchase and Installation of Equipment for the Water Spray Park.

RESOLUTION NO. 2023-127

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING CONTRACT TO VORTEX AQUATIC STRUCTURES INTERNATIONAL INC. FOR THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR THE WATER SPRAY PARK WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

WHEREAS, the current water spray park structure located at 305 Atkins Avenue, Block 1102, Lot 9, Southwest Quadrant of Asbury Park is in need of upgrades for the continued enjoyment for the children in the community; and

WHEREAS, the City of Asbury Park received pricing from Commercial Recreation Specialist via Vortex Aquatic Structures International, for the purchase and installation of equipment for the water spray park; and

WHEREAS, Commercial Recreation Specialist will demolition and install the new equipment; and

WHEREAS, Commercial Recreation Specialist is registered on the NJ State Contract list, Contract #16-FLEET-00133, Vendor #V0004591; and

WHEREAS, funding has been allocated from fiscal years 2021, 2022, and reprogrammed funding, to fully complete this project. This project shall be paid for with Community Development Block Grant (CDBG) funds in the amount of $326,445.41; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts T-17-80-850-850-007, T-17-81-850-850-004, T-17-78-850-850-012 and T-17-76-850-850-012 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the award of a contract to Vortex Aquatic Structures International Incorporated in the amount not to exceed $326,445.41 for the purchase and installation of a new equipment for the Water Spray Park located at 305 Atkins Avenue.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-127 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

QUOTE

VORTEX

Account Name:	CRS - Commercial Recreation Specialists	Created Date:	1/29/2023 2:04 PM
Project Name:	Asbury Park - Atkins Avenue SP - replacement of splashpad	Quote Number:	QUO-16685-D9W2D0
Project ID:	39368	Quote Name:	Asbury Park - Atkins Avenue SP - replacement of splashpad
Bill To Name:	CRS - Commercial Recreation Specialists	Prepared By:	Brittney Udall
Bill To Address:	807 Liberty Dr. Suite 101 Verona, WI 53593 USA	Email:	budall@vortex-intl.com
Contact Name:	Matt Olds	Incoterm:	
Phone:	7328593041		
Email:	matt.olds@crs4rec.com		

Product No.	Product Name	Description	QTY	Sales Price (Per Unit)	Sales Price
0509	Palm Tree (SW, PC)		1	8,910.00	8,910.00
0519	Spray Loop (SW, PC)		3	4,330.00	12,990.00
0555	Aqua Dome N°1 (SW,PC)		1	3,120.00	3,120.00
0611	ACTIVATOR N°3 (SW, PC)		1	3,310.00	3,310.00
1001	Playsafe Drain N°1		1	2,420.00	2,420.00
3002	SPRAYLINK ARCH		4	360.00	1,440.00
3005	SPRAYLINK GEYSER		1	390.00	390.00
7200	Frog N°1 (SW,PC)		1	7,100.00	7,100.00
7232	BOBBLE No.1 (SW, PC)		1	4,950.00	4,950.00
7242	TWINSPLASH (SW,PC)		1	14,750.00	14,750.00
7721	BAMBOO CANNON N °2 (SW,PC)		2	7,640.00	15,280.00
7388	Aqualien Flower N°1 (SW,PC)		1	4,590.00	4,590.00
12010	Buying Group - Products	Buying Group	1	(5,462.50)	(5,462.50)
12020	Buying Group - Services	Buying Group - Services	1	(10,635.88)	(10,635.88)
12020	Buying Group - Services	Buying Group - Services	1	(409.06)	(409.06)
	Custom WDS	See Description Below	1	30,000.00	30,000.00
	Third Party Products		1	13,635.20	13,635.20
14010	Installation Fees	Installation Fees	1	212,717.65	212,717.65
	INSTALLATION KIT #SAFESWAP No6		2	0.00	0.00
Safeswap N°1	Installation Kit Safeswap N°1		5	0.00	0.00
	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT		1	0.00	0.00
	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG		1	0.00	0.00
Safeswap N°2	Installation Kit Safeswap N°2		8	0.00	0.00

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
3500 South Dupont Highway, Suite EP-101, Dover, DE 19901
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE

VORTEX

	INSTALLATION KIT #ANCHORING SYS. 3/4"H.&LEVE. CONT		4	0.00	0.00
	SPRAYLINK BOX AND TRAY FOR SHIPPING		2	0.00	0.00
	TOOL KIT #0 :		1	0.00	0.00
	TOOL KIT #1 :SECURITY BITS (ALL)		1	0.00	0.00
	TOOL KIT #28:RIV-VOZZLE TOOL		1	0.00	0.00
	TOOL KIT #129: SPRAYLINK SECURITY KEY		1	0.00	0.00
	TOOL KIT #2 :NOZZLE TOOL		1	0.00	0.00
	TOOL KIT #123: POD SPRAY KEY		1	0.00	0.00
	TOOL KIT #128: INSTALLATION KIT FOR SPRAY LOOP (1 LOOP)		1	0.00	0.00
19030	Freight Fee	Freight Fee	1	3,500.00	3,500.00
19020	Embed Freight Fee	Embed Freight Fee	1	2,100.00	2,100.00
18020	Packaging Fee	Packaging Fee	1	1,750.00	1,750.00

Custom Description

2.0 Water Distribution System Serial Number: 39368D2211R00 Vault Command Center - Flow-Through Single 2" Inlet With Pressure Regulator; Backflow Preventer Installed Controller Installed in Equipment 0 Additional Output 1 Activation Device 9x 1" PVC Solenoid Valve Line w/ Ball-Valve 9x 1" PVC Solenoid Valve Line w/ Ball-Valve 1x MaestroPRO, Splashpad, 24 out / 12 in 120V 1x AT&T LTE Cell Module

Shade Structures and Benches

Total Summary

Customer Signature:

Products:	122,885.20
Discount:	(16,507.44)
Services:	212,717.65
Transport:	7,350.00
Subtotal:	326,445.41
Total:	326,445.41
Currency:	US Dollar

Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.

Terms & Conditions

Products Payment Terms: Product >$250K+: 30% deposit at PO, 20% Approved Drawings, 30%@ship, 20% Net 45

Services Payment Terms: Progressive Payments, NET 30

Freight Charges

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
3500 South Dupont Highway, Suite EP-101, Dover, DE 19901
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

COMMERCIAL **RECREATION** SPECIALISTS

January 30, 2023

Cassandra L. Dickerson
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Dear Cassandra,

As promised, below is a detailed breakdown of the equipment and services that appear on the Vortex NPP quote #QUO-17400-D289LS.

• Splashpad Features, Mechanicals & Freight	$111,137.50
• Splashpad Equipment Installation	$154,369.18
• 1,188 SF Poured in Place Safety Surface, 50% Black / 50% Standard Color Mix	$ 29,339.65
• (2) Extended Offset Single Post Pyramid Shade Structures, 10'Wx10'Lx8'H, Pier Mount & (4) 6' In-Ground Mount Bench With Back, Includes Freight	$ 13,226.14
• Installation of Shade Structures & Benches	$ 18,372.94
TOTAL	**$326,445.41**

If you have any questions, or if you should need any additional information, please don't hesitate to call me on my cell at 732-433-6871 or Donna Komassa at 608-497-2210.

Thank you!

Kind Regards,

Rich Wills

Rich Wills
Principal
Commercial Recreation Specialists
rich@crs4rec.com

PHONE 608.848.8781 | 877.896.8442
FAX 608.848.8782
CORPORATE 807 Liberty Dr, Suite 101, Verona, WI 53593
SALES 657A N Michigan Ave, Kennilworth, NJ 07033

Attachment: Quote for Vortex 2-2023 (2023-127 : Resolution Awarding Contract to Vortex Aquatic Structures International Inc. for the purchase

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-128
Authorizing the execution of a shared service agreement with the County of Monmouth for Dispatch Services from January 1, 2023 through December 31, 2025.
2023 - $694,176.00
2024 - $708,059.52
2025 - $722,221.20

RESOLUTION NO. 2023-128

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT WITH THE COUNTY OF MONMOUTH FOR DISPATCH SERVICES

WHEREAS, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1, *et seq.* (the "Act"), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and the County of Monmouth through the Monmouth County Sheriff's Office, Communications Division (collective known as "Parties") have determined that it would be in the best interests of the residents of the City of Asbury Park for the Parties that the Monmouth County Sheriff's Office, Communication Division serve as the Public Safety Answer Point (PSAP) for the City of Asbury Park; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the "Agreement"), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.

2. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:

   a. County of Monmouth
   b. Donna Vieiro, City Manager
   c. Davis Kelso, Police Chief
   d. Kevin Keddy, Fire Chief
   e. Frederick C. Raffetto, Esq., Municipal Attorney
   f. JoAnn Boos, Chief Financial Officer

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-128 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

SHARED SERVICE AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES
BY THE COUNTY OF MONMOUTH, THROUGH
THE MONMOUTH COUNTY
SHERIFF'S OFFICE, COMMUNICATIONS DIVISION

THIS SHARED SERVICE AGREEMENT (the "Agreement") is made this ___ day of __________, 20____ by and between the COUNTY OF MONMOUTH, a body politic of the state of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the MONMOUTH COUNTY SHERIFF'S OFFICE with its principal offices located at 2500 Kozloski Road, Freehold, New Jersey 07728 (hereinafter jointly referred to as the "County"), and CITY OF ASBURY PARK, in the County of Monmouth, a municipal corporation of the State of New Jersey, (referred to as the "Municipality").

IT IS AGREED:

1. **Services.**
   - The County, under the auspices of the Monmouth County Sheriff's Office, Communications Division, will serve as the Public Safety Answering Point (PSAP) for the Municipality, in accordance with the participation plan previously submitted by the Municipality. The County will provide all calls to the Municipality by call relay, transfer, or direct emergency dispatch, in accordance with the Municipality's participation plan. The system will meet the technical requirements and operational standards set forth in *N.J.A.C.* 17:24-1, *et seq*. The County will provide direct emergency dispatch services for Police, Fire and Emergency Medical Services (EMS) for the Municipality.
   - The County will provide computer related services to support any call taking and dispatching functions for the Municipality as may be required. Public safety software and related features/capabilities may include, but are not limited to, mobile client, field reporting, Computer Aided Dispatch (CAD) and records management.
   - The Municipality will maintain and support all local hardware, routers and air cards.

- The County will maintain and support all core infrastructure equipment and systems located at the Communications Division, which includes all routers and servers.
- If the Municipality decides to procure and utilize an Automatic License Plate Recognition (ALPR) system, then the County will physically store and maintain a server environment to host a regional ALPR system, subject to the following provisions:
    1. The Municipality shall procure and maintain all local equipment to operate an ALPR system, including all recurring costs associated with setting up the local ALPR system. This equipment shall include, but not be limited to client computers, local servers, cameras, network infrastructure to connect to the regional ALPR network.
    2. The County shall have the Municipality's ALPR data available 24/7 or for the maximum uptime, given routine server service and unplanned outages.
    3. The regional server environment shall be redundant, to minimize downtime and to ensure the highest level of system availability.
    4. Both parties shall employ the same data security practices when utilizing the local ALPR system as is required when accessing and utilizing the National Crime Information Center (NCIC) system.

2. **Term.** The County shall provide said services for a three (3) year period commencing January 1, 2023, or as soon thereafter as the services begin, through December 31, 2025.

3. **Compensation.** The full 2023 fee to be paid by the Municipality shall be $694,176.00. The annual fee for the 2nd and 3rd years of the Agreement shall be subject to a 2.0% increase for each year. Upon receipt of a proper invoice from the County, the Municipality shall pay the annual fee on or about April 1st of each year.

Attachment: EMERGENCY DISPATCH SERVICES AGREEMENT 2023 - 2025 (2023-128 : Authorizing a Shared Service Agreement with the

Municipality contact person who handles billing:

Name: ____

Title: ____

Phone & Email: ____

4. **Authorization.** This Agreement is permitted under the New Jersey Uniform Shared Services and Consolidation Act pursuant to *N.J.S.A.* 40A:65-1, *et seq*.

5. **Indemnification**. The County shall defend, indemnify and save harmless the Municipality, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the Municipality may be subjected by reason of any actions or inactions by the County or its officers, agents or employees.

   The Municipality shall defend, indemnify and save harmless the County, its officers, agents and employees from and against all suits, costs (including attorney fees and costs), claims, expenses, liabilities, and judgments of every kind to which the County may be subjected by reason of any actions or inactions by the Municipality or its officers, agents or employees.

6. **Termination**. Either party may terminate this Agreement with a minimum of ninety (90) days written notice, with or without cause. The County explicitly reserves the right to terminate this Agreement upon immediate written notice for the following reasons:

   (a) The Municipality has failed to make timely payment for services rendered, in response to the County's invoice.

Attachment: EMERGENCY DISPATCH SERVICES AGREEMENT 2023 - 2025 (2023-128 : Authorizing a Shared Service Agreement with the

(b) The Municipality has failed to comply with the State and County system guidelines, provided that the Municipality has been notified of the failure(s) and not cured the failure(s) within a reasonable time following such notice.

7. **Filing of Agreement.** The Clerk of the County's Board of County Commissioners shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs.

8. **Authority to Execute.** Each party to this Agreement represents to the other party that its governing body has duly adopted a resolution or ordinance authorizing the execution of this Agreement.

9. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

10. **Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

11. **Notices.** Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the County:

County of Monmouth
Address: 1 East Main Street, Freehold NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: Elizabeth.perez@co.monmouth.nj.us
Fax:

Attachment: EMERGENCY DISPATCH SERVICES AGREEMENT 2023 - 2025 (2023-128 : Authorizing a Shared Service Agreement with the

To the Municipality:

____

____

____

____

____

Or to such other address or individual as any party may from time to time notify the other.

SIGNATURE PAGE TO FOLLOW

Attachment: EMERGENCY DISPATCH SERVICES AGREEMENT 2023 - 2025 (2023-128 : Authorizing a Shared Service Agreement with the

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, attested and sealed by their respective and duly authorized officials.

COUNTY OF MONMOUTH	**[MUNICIPALITY]**
________________________	________________________
By: Thomas Arnone Title: Commissioner Director	By: Title:
Date: ____________________	Date: ____________________
ATTEST:	ATTEST
________________________	________________________
Clerk of the Board	Municipal Clerk

MONMOUTH COUNTY SHERIFF'S OFFICE

____

By: Shaun Golden
Title: Sheriff

Date: ____________________

WITNESS/ATTEST:

____

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-129
Application for a FY 2022 FEMA Assistance to Firefighters Grant Program (AFG) Grant

RESOLUTION NO. 2023-129

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION FOR PERMISSION TO APPLY FOR FY 2022 FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) GRANT

WHEREAS, the Federal Emergency Management Agency (FEMA), Assistance to Firefighters Grant Program, (AFG) is currently accepting applications for the fiscal year 2022. The funding is for vehicles, equipment, fire station modifications, and training.

WHEREAS, the City of Asbury Park and City of Asbury Park Fire Department desires to apply for this grant for the funding of a Rescue Vehicle Replacement; the grant requires a five percent (5%) match from the City of Asbury Park for the grantee's shared portion of the grant.

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park that, the City of Asbury Park Fire Department is hereby authorized to submit a grant application to the Federal Emergency Management Agency (FEMA), Assistance to Firefighters Grant Program (AFG) for the funding of the attached referenced equipment not to exceed $1,000,000 and a City share of $50,000.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the City Manager, Chief Financial Officer, and Fire Chief of the City of Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-129 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-130
Establishing Regulations For The 2023 Beach Season

RESOLUTION NO. 2023-130

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION ESTABLISHING REGULATIONS FOR THE 2023 BEACH SEASON

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Asbury Park that the dates for the closing of the beaches to the general public and residents of the City of Asbury Park during 2023 between the hours of 9AM and 5PM Monday through Friday and 9AM and 6PM weekends and holidays shall be as follows:

1. All City Beaches from the Ocean Grove border to the Loch Arbour border shall be closed these weekends and holidays ONLY: May 27th, May 28th, May 29th, June 3rd, and June 4th, 2023.

2. All City Beaches from the Ocean Grove border northward to the Loch Arbour border shall be closed continuously from June 10th thru September 4th, 2023.

3. The Beach between the two northern jetties opposite Deal Lake Drive and Eighth Avenue shall be closed May 27th, 28th, & 29th, June 3rd, June 4th, and continuously from June 10th through September 4th, 2023 for the purpose of surfing only.

BE IT FURTHER RESOLVED that no items, including chairs, umbrellas, tents, shacks, or any other temporary shelter are permitted to be left on any of the City beaches overnight, between the hours of 12:00 midnight and 8:00am. Any items left will be removed.

BE IT FURTHER RESOLVED that sleeping upon on any of the City beaches overnight, between the hours of 12:00 midnight and 8:00am, is prohibited.

BE IT FURTHER RESOLVED that seasonal and daily beach passes will be sold in accordance with the fee schedule herein pursuant to City Ordinance (Chapter V Section 5-3.1 entitled “Fees” of the revised general ordinance of the City of Asbury Park) to allow the general public and city residents access and use of beaches that are closed according to the aforementioned schedule.

<u>Fee Schedule 2023</u>

Daily - Monday through Friday: $6.00 per person
Daily - Weekends and Holidays: $9.00 per person

Seasonal - Teen (13 years of age through 17 years of age): $20.00 per person
Seasonal - Adult (18 years of age through 61 years of age): $70.00 per person
Seasonal - Senior (62 years of age and over): $20.00 per person

BE IT FURTHER RESOLVED, the Beach Supervisor may lower or eliminate the cost of a beach pass for special days or use by the City's Recreation Programs with the concurrence of the City Manager and approval from the Mayor and Council.

BE IT FURTHER RESOLVED, that any individual who wishes to replace a lost seasonal beach pass at any point shall be required to purchase a new seasonal beach pass at full cost.

BE IT FURTHER RESOLVED that children 12 years of age and under shall be admitted free to City Beaches when accompanied by an adult.

BE IT FURTHER RESOLVED that Active Duty Military personnel (and their dependents), Disabled Veterans, and Retired Veterans shall be admitted free to City Beaches upon presentation of a DOD Uniformed Services ID Card or an Award Letter from the Department of Veteran Affairs.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the NJ TRANSIT 2023 Summer Beach Promotion Agreement, whereby NJ TRANSIT will promote a round-trip transportation beach fee package at a daily rate per persons twelve (12) years or older, from May 28th through September 5th, 2023. NJ TRANSIT will advertise the promotion via its website, the City's website, NJ TRANSIT On-Hold Message, E-Mail Blast, Press Release and Quick-Tik Message. NJ TRANSIT, at select ticket offices and ticket vending machines, will sell the special beach packages. NJ TRANSIT will reimburse the City at a daily rate of $3.50 per ticket returned to NJ TRANSIT.

BE IT FURTHER RESOLVED that Beach Storage Lockers shall be available at the rate of $225.00 per locker for the period of May 27th through September 4th, 2023. Individuals who rent Beach Storage Lockers will be required to purchase at least one (1) seasonal beach pass for the 2023 season. There shall be a limit of one (1) Beach Storage Locker per household. Lockers may be rented on a first-come, first-served basis. Renters will be given the option to renew their Beach Storage Locker rental for the following beach season. Sub-leasing or transferring of Beach Storage Lockers shall be strictly prohibited and enforce. Violators will be banned from future rental requests.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-130 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Wednesday, February 8, 2023
RESOLUTION SUMMARY

2023-131
International Federation Of Professional And Technical Engineers (I.F.P.T.E.) Union Contract

RESOLUTION NO. 2023-131

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION TO RATIFY THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (I.F.P.T.E.) UNION CONTRACT

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the International Federation of Professional and Technical Engineers (I.F.P.T.E) union contract.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-131 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

CERTIFIED BY ME THIS 9th DAY OF February, 2023.

LISA ESPOSITO
CITY CLERK

AGREEMENT

BETWEEN

CITY OF ASBURY PARK

MONMOUTH COUNTY, NEW JERSEY

AND

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,

AFL-CIO, CHAPTER 5, LOCAL #196

(IFPTE)

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

TABLE OF CONTENTS

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

PREAMBLE

THIS AGREEMENT, entered into this 1st day of January, 2021 by and between the City of Asbury Park, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"), and the City of Asbury Park Employees Union, Chapter 5, Local 196, International Federation of Professional and Technical Engineers, AFL-CIO (hereinafter referred to as the "Union"), for and on behalf of the employees of the City now employed and hereinafter employed and hereinafter collectively designated as Employees; and

WHEREAS, the City and the Union have heretofore entered into negotiations as to various matters concerning the conditions of employment; and

WHEREAS, the City and the Union now desire to reduce the agreement arrived at by said negotiations to a written Agreement;

NOW, THEREFORE, WITNESSETH, the parties hereto hereby agree as follows:

ARTICLE I – RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining representative for the titles as listed below:

“BLUE” COLLAR TITLES
Building Maintenance Worker
Carpenter
Electrician
Equipment Operator
Heavy Equipment Operator
Laborer
Laborer Heavy
Maintenance Repairer
Mason/Plasterer
Mechanic
Mechanics Helper
Motor Broom Driver/Truck
Painter
Senior Building Maintenance Worker
Senior Mechanic
Senior Sewage Plant Repairer
Senior Sewer Repairer
Sewage Plant Repairer
Sewer Repairer
Street Sweeper
Traffic Maintenance Worker (Laborer)
Traffic Maintenance Worker (Painter)
Traffic Signal Electrician
Truck Driver Heavy

“WHITE” COLLAR TITLES
Account Clerk Typing
Assessing Clerk Typing
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist
Code Enforcement Officer
Communications Operator
Deputy Municipal Court Administrator
Deputy Municipal Court Administrator 2
Deputy Municipal Court Administrator 3
Deputy Registrar of V. S.
Field Representative Senior Citizen Program
Garage Attendant
Housing Assistance Technician
Housing Inspector Trainee
Housing Inspector
Inventory Control Clerk

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Investigator Clerk Public Safety
Municipal Court Attendant
Omnibus Operator
Parking Enforcement Officer
Parking Meter Collector/Parking Meter Repairer
Police Aide
Police Records Clerk
Police Records Clerk, Typing
Police Records Clerk, Transcribing
Principal Account Clerk
Principal Assessing Clerk
Principal Clerk Bookkeeper
Principal Clerk Typist
Principal Payroll Clerk
Receptionist
Sanitation Inspector
Secretarial Assistant, Stenography
Senior Account Clerk
Senior Assessing Clerk
Senior Cashier
Senior Clerk
Senior Clerk Stenographer
Senior Clerk Typist
Senior Housing Inspector
Sen. Parking Meter Collector/Sen. Parking Meter Repairer
Senior Police Records Clerk Transcribing
Senior Tax Clerk
Special Law Enforcement Officer I
Special Law Enforcement Officer II
Tax Clerk/Telephone Operator
Violations Clerk Typing

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE II - UNION RIGHTS AND PRIVELEGES

A. The City Manager and the Union agree to cooperate in providing measures which will make employees' working conditions and surroundings more pleasant. The City Manager shall give consideration to all suggestions submitted by the Union.

B. The City agrees to permit the posting of Union information on bulletin boards in each area in which Union employees are assigned, with the exception of the posting of any political notices. All notices must include the name of the person who is responsible for the posting thereof.

C. Employees who are members of the bargaining unit shall be assigned work within their job classification. In no event shall an employee be assigned the work of a higher classification when another employee of the higher classification is available to do the said work.

D. Employees shall have the right and responsibility to notify their department head of all hazardous and unsafe conditions not corrected by their supervisors. No employee shall be required to operate equipment or work under unsafe conditions.

E. The City agrees that no increase or other benefits shall be given to any member of this bargaining unit without negotiation between the City and the Union. This said provision is subject to, conditioned upon and in accordance with New Jersey State Statutes, Civil Service Commission Rules and Regulations and Municipal Ordinances. In the event any of the aforesaid provisions contained in this paragraph are not adhered to by the City, the City will grant an equal percentage increase or benefit to all members of this bargaining unit. The Union, upon reasonable notice and during normal business hours, shall be provided access to the bargaining unit payroll list on a quarterly basis. Additionally, the Union shall be permitted to make copies thereof.

F. The City agrees to pay for four (4) Union Committee members for the time spent during regular working hours in mutually scheduled meetings with the City Manager or their designee.

G. Delegates and/or Officials (maximum of three (3) total) will be allowed a total of five (5) days in the aggregate to attend a Union convention in any calendar year without loss of pay or time.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

H. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of investigation or processing of grievances, without loss of pay or time.

I. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of conducting Union business other than that of processing grievance without loss of pay or time.

J. All past privileges and practices not covered in this Agreement, which are more favorable to employees, shall be continued.

K. No material or writing relating to an employee’s conduct, service, character or personality shall be placed in said employee’s personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into their file. Any employee of this Union shall have the right at reasonable times to examine their file if so desired.

ARTICLE III - HOURS OF WORK AND OVERTIME

A. Hours of Work for "White" Collar Employees

1. White Collar employees shall be deemed to be such employees as are recited and set forth in Article I, Recognition.

2. The normal work week shall be five (5) days, Monday through Friday, consisting of seven (7) hours per day, thirty-five (35) hours per week, except for those employees on shift work.

3. Code Enforcement Employees: the normal work week shall be five (5) consecutive days, Monday through Saturday, consisting of seven (7) hours per day, thirty-five (35) hours per week.

4. The existing and usual beginning and ending of the work time schedule shall be maintained, however, the City shall have the sole right to schedule employees' work assignments, which schedule shall be fair and equitable and reflect the actual needs of the City.

B. Hours of Work for "Blue" Collar Employees

1. The normal work week is defined as the five (5) day period commencing Monday through Friday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day, except for those employees on shift work or guard work, or Violations Officers who may work a split week. However, commencing May 15th and ending October 15th in any calendar year, the normal work week shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days, subject to the provisions contained in Subsection A.4, referring to "white" collar workers, and to which this said paragraph shall be subject, and deemed to be a part hereof.

2. Municipal Custodial Staff: the normal work week shall be five (5) consecutive days, Monday through Saturday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day.

3. A list of those persons in the titles referred to as "Blue" collar workers are recited and set forth in Article I, Recognition.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

C. Overtime

1. "White" Collar Employees: Overtime will be paid at a rate of time and one-half (1½) of the employee's regular rate of pay, or compensatory time at the rate of double time, at the option of the employee.

2. "Blue" Collar Employees: Overtime shall be compensated for at a rate of time and one half (1½) for all time worked in excess of forty (40) hours as heretofore recited, or compensatory time at the rate of double time, at the option of the employee.

3. General Provisions

a. After a thirty-five (35) hour work week, excepting those employees excluded by virtue of the recitals hereinbefore or hereinafter referred to as the "blue" collar workers, those employees who shall work a forty (40) hour work week as recited herein, including both blue and white collar workers, shall be paid overtime as follows:

i. All time in excess of regular daily working hours.

ii. On scheduled days off.

iii. In the event a member of the Union works on one of the holidays enumerated herein, the City shall pay one full day's wages at the regular rate of pay of said employee, plus one (1) additional day's wages at the rate of pay aforesaid. Excluded, however, from this said overtime recital are Fire Department Dispatchers and Violations Officers, who shall be compensated for holiday time in the same manner as are the Fire Fighters and Police Officers of the City.

b. If any employee is on vacation or holiday, that time taken shall be considered as time worked.

c. Overtime shall be distributed equally by Job Title/Classification in which the overtime exists, initially by seniority rotation and thereafter to the employee(s) with the least amount of overtime worked or charged. If no employee is available for overtime in the Job Title/Classification, then the employee with the least amount of overtime in the Department shall be asked, if qualified, to do the work.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Discrepancies found to be the error of City Hall shall be corrected by offering the next available overtime to the bypassed employee.

d. A list of employees and their hours of overtime shall be maintained in each department, posted conspicuously, and kept up-to-date on a daily basis. All overtime worked or refused shall be charged as overtime worked for the purpose of this provision.

e. Employees shall not carry more than eighty (80) accrued hours of compensatory time as of January 1, 1994. Employees shall not carry more than forty (40) accrued hours of compensatory time as of December 31st, 1994, and subsequent years.

Approval for use of time under this provision shall not be unreasonably denied, but determination by department head for use will be based on press of business and/or available manpower. In the event an employee makes several attempts to use available compensatory time during a calendar year, and the requests are denied, then said compensatory time, at the discretion of the department head or City Manager, will either be carried over or paid. Time earned under this section after December 15th of any calendar year will be used or credited as if earned in January of the following year.

D. Rest Break: Employees of this bargaining unit shall receive a fifteen (15) minute break period in the morning and in the afternoon, to begin no sooner than two (2) hours from the start of the shift work.

E. Night Differential: The City agrees to pay a night differential payment of two ($2.00) dollars per night to all employees who work at least 50% of their shift between 4:00 p.m. and 8:00 p.m. This does not include any employees whose overtime begins after completion of his/her regular daily working hours. Effective January 1, 2006 the night differential shall increase to three dollars and fifty cents ($3.50) per shift.

F. The City will provide written notice to the employees during January and July of accrued sick days, vacation days, and compensatory time. Beginning July 1995, once written notice is given to the employee, that employee shall have fifteen (15) working days to contest any discrepancies. Failure to

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

contest shall mean the figures provided are accepted as true and accurate and are thereafter cannot be grieved. The aforementioned fifteen (15) working days shall be exclusive of the contractual time in which the employee may grieve this issue.

G. Municipal Court staff shall be compensated at one (1) hour per call when during their assigned thirty (30) day standby obligation; this may be either compensation or overtime as established under this Article, under paragraph D.1.n standby.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE IV - STRIKES AND LOCKOUTS

The Union agrees that is shall not authorize, sanction, or approve any strike, stoppage, or slowdown during the term of this Agreement. The City agrees that it shall not cause any lockouts.

ARTICLE V - PERSONNEL FILES

A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his/her personal personnel file maintained in the City Personnel Department upon five (5) working days written notice to the custodian thereof and in accordance with governing law. The employee may inspect his/her file during regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.

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

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

D. No material or writings relating to an employee's conduct, service, character, or personality, shall be placed in said employee's personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into his/her file. Any employee of this Union shall have the right at reasonable time to examine his/her file if so desired.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE VI - NEW EMPLOYEES

The City Manager, or his/her designee, shall notify the Union President of the name and of any newly hired employees in this bargaining unit within ten (10) working days from the date the employee commences work. The Employer agrees to abide by the provisions of the Workplace Democracy Enhancement Act.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE VII - HOLIDAYS

A. The following holidays shall be "paid" holidays per year as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Presidents' Day
5. Good Friday
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Columbus Day
11. Election Day
12. Veterans Day
13. Thanksgiving Day
14. Friday following Thanksgiving
15. Christmas Day
16. Easter Sunday (only if worked on schedule)

B. When an employee member of this bargaining unit is required to work on any of the above fifteen (15) holidays, he/she shall be paid double (2) time at the regular rate of pay of said employee.

C. Two (2) religious holidays shall be granted to employees, such time to be charged at the discretion of the employee, to his/her accrued vacation leave due, or in the event the employee does not desire to charge the said religious holiday time to vacation time, the said employee may elect to take the two (2) religious holidays off without pay.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE VIII - JURY DUTY

Employees shall receive full salary while serving on jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive for travel or expense compensation.

If the employee is not required to be present for jury duty for the entire length of the summons they must return to work the day immediately following dismissal.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE IX - VACATIONS

A. An employee shall be granted vacation if earned in each full calendar year without loss of pay. The vacation year shall run from January 1st to December 31st of the calendar year. Vacation leave shall be earned for time worked and shall not accrue during unpaid leaves. Vacations may be taken at any time during the year, subject to the approval of the City Manager or their designee. In the event an employee is not permitted to take their vacation within the calendar year earned because of emergent City business, then and in such case the said vacation shall be permitted to be carried over to the next succeeding calendar year, subject to and conditioned upon the approval of the City Manager or their designee. Vacation shall be earned in the following manner:

Years of Completed Service	Vacation Days
One (1) to Five (5)	Fourteen (14)
Six (6) to Ten (10)	Sixteen (16)
Eleven (11) to Fifteen (15)	Twenty (20)
Sixteen (16) to Twenty (20)	Twenty-Two (22)
Twenty-One (21) to Twenty-Four (24)	Twenty-Five (25)
Twenty-Five (25) and Over	Twenty-Eight (28)

Vacation days are earned one (1) day per month for new employees. Vacation days are earned on a prorated basis for terminating employees. New employee is defined as an employee with less than 12 consecutive months of employment with the City.

B. The City Manager or their designee shall base the schedule of vacations to be taken by employees on a seniority basis.

C. Every employee shall be permitted to have within any vacation year not more than two (2) “split” vacation periods. Any deviation must be approved in advance by the City Manager or their designee.

D. This Article shall remain in full force and effect during the term of his Agreement.

E. Employees have the ability to cash-in up to three (3) days’ vacation time per year accumulated that year, payable on January 30th of the following year. Vacation days used for this purpose cannot be those carried over from a prior year(s) and the member must not have any additional accumulated vacation days from years prior to carry over into the next year.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

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

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

H. Upon separation of employment with the City, employees shall be entitled to be paid for their accumulated vacation time if not exhausted by the date of separation. The vacation time accrued during the calendar year in which separation of employment occurs shall be paid out on a pro-rated basis.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE X - LEAVE OF ABSENCE

A. A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, subject to New Jersey State Statutes, Civil Service Commission Rules and Regulations, Municipal Ordinances, and the consent of the City Manager, after which time the employee will be reinstated, subject to Civil Service Commission Rules and Regulations of the State of New Jersey, Municipal Ordinances, or any other Federal law, rule, or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey Civil Service Commission Rules and Regulations, and the New Jersey State Statutes.

1. While on approved unpaid leave of absence, employees shall not accrue time off, and the City shall not contribute to the employee's pension or health benefits.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XI - LAYOFF AND TERMINATION

A. Whenever it shall be necessary to decrease the number of employees in the bargaining unit, an employee shall be laid off in accordance with the New Jersey State Civil Service Commission Rules and Regulations, and applicable New Jersey State Statutes.

B. The City will agree to discuss subcontracting as per the regulations of the State Law and State judicial decisions, and abide by the laws and statutes relating hereto.

C. Re-employment rights after layoff shall be governed by the New Jersey Civil Service Commission Rules and Regulations, and the New Jersey State Statutes.

D. At the time of a layoff, an employee of this bargaining unit employed by the City for a minimum of twelve (12) months shall receive all accrued vacation time due but not taken, plus two (2) weeks' severance pay at the regular rate of pay for said employee.

E. If there is a layoff the employee's prior accumulated sick leave time will be reinstated upon recall from layoff. Employees shall not accrue sick days while on layoff.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XII – BEREAVEMENT LEAVE

A. A member of this bargaining unit shall be granted five (5) working days off for the death of a father, mother, spouse, domestic partner or child including stepchild. The said time off shall be with pay.

B. A member shall be granted three (3) working days off if death occurs to others in the immediate family, which shall consist of stepfather, stepmother, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister- in-law, and brother-in-law. This said time off shall be with pay.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XIII - OVERTIME MEALS

The City will provide a $15.00 allowance for meals for employees working emergency overtime.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XIV - PERSONAL LEAVE

A. Employees shall be granted four (4) working days off per year with pay, providing the employee calls in prior to their shift to report same, for the purpose of conducting matters of a business or emergency nature. Such time will not be deducted from one's accumulated sick leave or vacation leave. Such days cannot be accrued from year to year, nor can this time be added to one's vacation time.

B. The City will grant additional time off for personal business which must be charged to accrued vacation time only, but not to exceed six (6) days, except upon written permission of the City Manager. It is understood that these additional days shall be granted only upon twenty-four (24) hours prior notice by the employee to his/her supervisor.

C. In the event of an emergency that prevents the employee from calling in (as in A above), said requirement shall be waived. It is understood, however, that it is the responsibility of the employee to justify the nature and extent of any such emergency situation to the employer upon their return to work.

D. Personal Leave is eligible for use at the beginning of the year, but is considered to be earned on a prorated, quarterly basis for new employees or terminating employees.

ARTICLE XV - SICK LEAVE

A. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and twenty (20) days in every calendar year thereafter. Effective January 1, 1991, after the first year of employment, and in anticipation of continued employment, employees will be credited with twenty (20) sick leave days at the beginning of each calendar year. Effective January 1, 2015, after the first year of employment, and in anticipation of continued employment, employees will be credited with eighteen (18) sick days at the beginning of each calendar year. All employees hired after January 1, 2015 shall be credited with fifteen (15) sick days at the beginning of each calendar year. If an employee resigns, retires or is on an unpaid leave of absence greater than two (2) weeks or a suspension greater than two (2) weeks, sick time shall not be accrued during such period of non-work absences and, if previously used, shall be deducted from an employee’s salary to the extent that said sick time was not accrued.

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

3. Upon retirement, each permanent full-time employee, hired prior to May 1, 1982, shall receive one hundred (100%) percent of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee shall not receive more than two hundred twenty-five (225) days full pay at the rate of pay existing on the date of said employee’s retirement.

4. Permanent full-time employees hired May 1, 1982 or later shall receive, upon retirement, one-half (1/2) of his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay at the rate of pay existing on the date of said employee’s retirement.

5. Effective January 1, 1996, all permanent full-time employees hired on or after January 1, 1996 shall receive, upon retirement, one-half (1/2) his or her accumulated sick leave time not to exceed $15,000.00.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

6. Effective January 1, 1989, twenty-five (25%) of accumulated sick days, not to exceed sixty (60) working days with pay, shall be paid in the event of the death of an employee to the employee's spouse or estate.

7. Upon the death of an active employee, the employee's accrued sick time shall be paid at fifty percent (50%) of the amount accrued at time of death to designated beneficiary of the employee to a maximum of $15,000.00.

All full-time employees hired after the signing of this contract shall receive, upon retirement, sick time leave not to exceed $7,500.00.

B. Reporting of Absence of Sick Leave

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

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

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

C. Verification of Sick Leave

1. An employee shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. Any employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional leave in that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

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

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

c. Effective upon adoption of this Agreement, a member may use up to five (5) days as wellness hours. Wellness hours (verified by doctor's visit) shall not be counted towards incidences as stated in C.1-a. Prior notification must be made to the Supervisor and verification may be required.

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

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

4. Effective January 1, 2000, a Perfect Attendance Program shall be implemented. If no sick days are utilized during the calendar year, an employee shall receive three (3) additional vacation days for use in the following year. Effective January 1, 2006 if a maximum of one (1) sick day is utilized during the calendar year, a member shall receive two (2) additional vacation days for use during the following calendar year.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XVI - LONGEVITY

Effective October 1, 2004 the following longevity schedule reflecting a 4% increase each year for four (4) years shall be implemented in the following manner:

5-9 years	$585
10-14 years	$1170
15-19 years	$1755
20-24 years	$2340
25-29 years	$2925
30+ years	$3510

Employees hired on or after January 1, 2023 shall not be eligible to receive longevity.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XVII - MANNER OF SALARY PAYMENT

Employees of the bargaining unit shall be paid bi-monthly, one twenty-fourth (1/24th) of their annual salary, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period. A record of each employee's sick leave shall be available to the officially designated union stewards monthly.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XVIII - PROMOTIONS

Promotions shall be conducted in accordance with New Jersey's Civil Service laws, rules and regulations and/or other promulgated State and Federal rules.

Notice of available promotions or new positions shall be posted on bulletin boards in each department.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XIX - GRIEVANCE AND DISCIPLINE PROCEDURE

A. Purpose: The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition: the term "grievance" as used herein shall be any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union, the Union on behalf of an individual, or the City.

C. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method for resolving grievance between the parties covered by this Agreement, with the exception of City-initiated grievance which will proceed in accordance with the provisions hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent. All dates may be extended by mutual consent and no reasonable extension request shall be denied.

Step One: The Steward or Union official and aggrieved (if they so desire) shall present the grievance in writing to the immediate supervisor within ten (10) working days after the event giving rise to the grievance or of the time the employee could have reasonably been expected to gain knowledge of its occurrence. Failure by the aggrieved to act within such specified time shall be deemed to constitute an abandonment of the grievance. If no settlement is reached within sixteen (16) working hours or less, the written grievance shall be referred to Step Two:

Step Two: The Union Grievance Committee (2 Union Officials), Steward and aggrieved (if they desire) shall meet with the Department Head no later than three (3) working days after submission of the written grievance to the Department Head. The Department Head shall give a written answer, after full discussion with the Union representatives as defined herein, either at the close of the meeting or within three (3) working days thereafter. Should the grievance remain unsettled, after following the procedure outlined above, it shall then be referred to:

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Step Three: The Union officials outlined in Step Two, aggrieved (if they desire) and Union Business Agent shall meet with the City Manager, Department Head and Supervisor no later than three (3) working days after the Union receives the Department Head's written answer from Step two. After discussion between the parties, the City Manager shall render a written decision within three (3) working days thereafter (copy to Union and aggrieved). Should the grievance remain unsettled after following the procedure outlined above, it shall be referred to:

Step Four: All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within ten (10) working days (not including Saturday or Sunday) after receiving the answer in Step Three, be referred to as arbitration. If such written notice is not given within the ten (10) working days (excluding Saturday and Sunday), the grievance shall be deemed dropped. The party desiring the arbitration shall submit, within five (5) working days of notice to the other party, an arbitration request to either the New Jersey Public Employment Relations Commission/Division of Conciliation and Arbitration, or the Civil Service Commission, whichever is applicable. The parties shall be governed by the rules and regulations of the applicable Commission. Further, the parties desiring the arbitration may have the option of submitting the grievance to "Expedited" arbitration under the PERC rules governing same.

The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Union and the City.

Either party may request an extension of time at any one of the above Steps but only one (1) such extension, providing the party desiring such extension gives written notice to the other prior to the expiration of the time limit specified in the specific Step. Such extension shall not exceed two (2) working days.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

D. Discipline, Suspension, Discharge: Any employee subject to discipline, suspension, or discharge shall have recourse to the grievance procedure beginning at the Step Two level. Should the matter remain unsolved at the Step Two level, it shall be put in written grievance form and submitted to the City Manager under the procedure outlined in Step Three. Thereafter, if the matter remains unsettled, it may be submitted to arbitration as outlined under Step Four.

1. The City shall not discipline any member covered by this Agreement without just and proper cause.

2. Discipline shall be handled in accordance with the New Jersey Administrative Code and Civil Service Rules and Regulations.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XX - SENIORITY

A. Seniority is herewith defined as the length of an employee's continuous permanent service with the City, and as more particularly set forth in the New Jersey State Civil Service Commission Rules, Regulations and Statutes.

B. An employee shall cease to have seniority rights by reason of the following:

1. Voluntary separation of employment

2. Justifiable discharge

3. Absence without notice for five (5) consecutive days shall constitute resignation except for reasons approved by the City Manager, which approval shall not be unreasonably withheld and further subject to and conditioned upon the approval of the Civil Service Commission and applicable New Jersey State Statutes.

C. Seniority shall be applied for the following purposes, in addition to those provided for by New Jersey State Civil Service Commission Rules and Regulations and applicable New Jersey State Statutes; to wit, priority selection of vacation.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XXI - INJURY LEAVE

A. Whenever a member of the bargaining unit is incapacitated from duty because of a physical injury sustained in the performance of their duty, such employee shall receive their salary for a period not to exceed fifty-two (52) consecutive weeks from the date of the onset of the injury. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Law for said period of time.

B. An employee's medical condition shall be reviewed at least every four (4) months to determine if they are eligible to be continued on injury leave.

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

D. In order to receive payment under this Article, the injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with his/her immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article.

E. Absence from work under this provision must be based upon the certification of an authorized physician (See subsection F) that the employee is presently unable to perform his/her duties as a result of the work-related injury. Absences meeting this requirement shall not be charged against the employee's sick leave.

F. Injury leave under this provision may be granted for up to fifty-two (52) consecutive weeks, for any one injury, from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pensions, if the retirement determination precedes the expiration of the fifty-two (52) consecutive weeks of the injury leave entitlement.

G. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

the medical evaluation submitted by the authorized physician may submit a second opinion and/or evaluation from the physician of the employee's choice. If the employee's doctor and the City's doctor disagree as to the employee's diagnosis, a third opinion shall be obtained as follows:

1. The Union and the City shall each compile a list of five (5) medical doctors from which the Union and the City shall mutually select a single physician within three (3) days from the time that the dispute between the employee's doctor and the City's doctor arose.

2. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding.

H. Absence from work under the provision aforesaid, when a disability occurs resulting from a work-connected injury, shall not be charged to the employee's sick leave.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XXII - INSURANCE

A. The City shall provide hospitalization and medical insurance for all full-time employees, their spouse and dependent children. All benefits shall be administered in accordance with Chapter 78 as implemented and as effective on December 21, 2017. As to dependent children, the same shall be those children who are determined to be dependent by applicable Federal or State law, rule or regulation. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In the event of any such proposed change, the Union shall first be given the opportunity to review the newly proposed plans/coverage. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid by the City.

B. All employees who shall retire after January 1, 1980 and have twenty-five (25) years of continuous full-time service with the City of Asbury Park shall be provided with individual hospitalization insurance as presently in effect for current employees. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972.

C. Effective June 1, 1988, any full-time employee who retires on or after that date and who is at least sixty-two (62) years of age and has at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual hospitalization insurance, as presently in effect for current employees.

D. In the event an employee dies and the spouse remarries, there shall be no benefits inuring to or to be provided to said spouse in the event she shall remarry. In the event that the spouse of a deceased employee is covered by any of the enumerated medical, hospitalization, and/or major medical benefits herein to be reason of employment or other source wherein the same or similar benefits are provided to said spouse, said spouse shall not receive the benefits referred to herein.

E. All the aforementioned insurance shall be paid by the City in accordance with Chapter 78 of the laws of the State of New Jersey. From January 1, 2018 through December 31, 2020 there shall be a freeze on percentage paid towards health benefits based upon the percentage on December 31, 2017. On January

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

1, 2021, any employee subject to this freeze shall automatically begin payments at the appropriate amount under Chapter 78. All new hires shall pay the highest percentage under Chapter 78 for their salary. If at any time health insurance premiums become negotiable, the starting point for said negotiations shall be the current maximum contribution rate pursuant to Chapter 78.

F. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XXIII - SALARIES

A. The City agrees that the base salary rates for all employees covered by this Agreement shall be as specified in this Article. Reflected in these salary rates are the following increases which shall become effective on the dates shown.

1. Effective January 1, 2021, all employees shall receive a two percent (2.3%) wage increase, across the board and retroactive.

2. Effective January 1, 2022, all employees shall receive a two percent (2.3%) wage increase, across the board and retroactive.

3. Effective January 1, 2023, all employees shall receive a two percent (2.3%) wage increase, across the board and retroactive.

All employees hired after May 1, 2015, shall be placed on the step guided set forth as Appendix B. Employees shall receive their increment step on the anniversary date (date of hire) of their employment as a City employee. Employees with anniversary dates between the 1st and 15th of the month shall receive their increment step on the first of the month. Employees with anniversary dates between the 16th and the 31st of the month shall receive their increment on the first day of the following month. An employee promoted to a higher rate job title shall be slotted in at the step increment of the new position that is the next highest pay to his/ her present rate.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XXIV - MANAGEMENT RIGHTS

The management of the City and the direction and regulation of its working forces, including discharge for just cause, except as specifically limited by this Agreement or Civil Service Commission Rules and Regulations, shall be the exclusive function of the employer and its management. Provided, however, that the provisions of this paragraph shall not be used by the employer for the purpose of discriminating against any member of this bargaining unit, or in disregard of the provisions of this Agreement and/or Civil Service Commission Rules and Regulations.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XXV – UNIFORM ALLOWANCE

A. Employees shall receive a $200.00 per year shoe allowance following submission of a receipt to the Finance Department for reimbursement. The shoes that are purchased shall be puncture-resistant, hard-soled work boots.

B. Employees shall receive one (1) coat or jacket each calendar year.

C. Employees shall receive four (4) t-shirts and two (2) sweatshirts each calendar year.

D. Effective January 1, 2006 the uniform allowance for Special Officers II will be $1,000.00, to be paid every January 15th.

E. Employees shall receive a $100.00 clothing maintenance allowance per year.

ARTICLE XXVI – OUT-OF-TITLE WORK

Employees shall be compensated at the higher rate of pay for all hours worked in a higher title. Out of title compensation shall be retroactive to January 1, 2022 for the individual(s) whose out of title work was reported to the City at the time of ratification.

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

ARTICLE XXVII - TERMS OF AGREEMENT

A. This agreement shall be effective as of January 1, 2021. It shall be binding upon the City and the Union until December 31, 2023, and thereafter from year to year unless either party hereto shall notify the other in writing, in accordance with the requirements of the Public Employment Relations Commission Rules and Regulations and the Statutes of the State of New Jersey, of an intention to make change in, or terminate, the old Agreement.

B. If any provision of this Agreement hereinbefore and hereinafter recited, or any application of this Agreement as it affects any employee or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect ,and the parties agree to negotiate immediately for a substitute for that portion of the Agreement so invalidated.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals and caused this document to be signed by their proper corporate officers, the day and year first above written.

ATTEST:

CITY OF ASBURY PARK

Monmouth County, New Jersey

By:

CITY OF ASBURY PARK EMPLOYEES UNION, CHAPTER 5, LOCAL 196 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO

ATTEST:

By:

By:

Attachment: IFPTE Contract 1-1-2021 TO 12-31-2023 FINAL (2023-131 : Resolution To Ratify The International Federation Of Professional And

Asbury Park, New Jersey
ORDINANCE NO. 2023-7

ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH 202/204 7TH AVENUE URBAN RENEWAL, LLC CONCERNING PROPERTY LOCATED AT BLOCK 4201, LOT 4.01 (FORMALLY LOTS 3 AND 4) ON THE TAX MAP OF THE CITY OF ASBURY PARK AND GRANTING A TAX EXEMPTION

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

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

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

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

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, 202/204 7th Avenue Urban Renewal, LLC (the "Entity"), as a subsequent developer, intends to develop and construct a five (5)-story building consisting of fourteen (14) condominiums on property identified as Block 4201, Lot 4.01 (formerly Lots 3 and 4) on the official tax map of the City of Asbury Park (the "Project") and located in the Redevelopment Area (the "Land); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, initially on or about August 1, 2022 and subsequently amended on or about October 18, 2022, requesting a long-term tax exemption and financial agreement with respect to the Project (the "Application") pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the "Financial Agreement") substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein; and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term in defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is anticipated to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact, increase City revenues over current levels by granting the long term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

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

I. **GENERAL**. The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED**.

(a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel.

(b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document.

(c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

III. **SEVERABILITY**. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.
IV. **ACTION REGARDING FINANCIAL AGREEMENT**. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement, all in consultation with the counsel to the City, and the manual, facsimile or digital signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.
V. **AVAILABILITY OF THE ORDINANCE**. A copy of this Ordinance shall be available for public inspection at the offices of the City.
VI. **EFFECTIVE DATE**. This Ordinance shall take effect according to law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-7 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

LISA ESPOSITO
CITY CLERK

EXHIBIT A

Form of Financial Agreement

Record and Return To:
James G. Fearon, Esq.
Gluck Walrath LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728

Re: 202/204 7th AVENUE PROJECT
Asbury Park, New Jersey
(Block 4201, Lot 4.01,
formerly Lots 3 and 4)
(Residential
Condominium,14 Units)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on ____________, 2023 by and between:

202/204 7th AVENUE URBAN RENEWAL, LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (the "Tax Exemption Law") having its principal office at 1005 Main Street, 2nd Floor, Asbury Park, New Jersey 07712, hereinafter designated as the "Entity",

and

CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS

WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for a redevelopment project located at Block 4201, Lot 4.01 (formerly, Lots 3 and 4) on the Official Tax Maps of the City of Asbury Park. The project consists of the development of a 5-story, 14-unit condominium

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

building with ground floor parking garage and rooftop deck, together with related vertical improvements and related site improvements (collectively hereinafter called the "Project"), and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions in the Subsequent Developer Agreement executed by and among the Entity, the City and Asbury Partners, LLC as the Master Developer (the "SDA"), and as hereinafter set forth, and

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of conventional local property taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arm's length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

x. Condominium Association - The entity responsible for the administration of a condominium which entity may be incorporated or unincorporated pursuant to the Condominium Act, N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable. The Parties further agree that prior to the issuance of a Certificate of Completion for the Project, any successor to the Entity shall be a permitted transferee as described in the SDA. Thereafter, any transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall be subject to the terms and conditions in this Agreement.

xvii. Force Majeure Event - Any acts of God, fire, volcano, earthquake, hurricane,

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or civil disturbance, any act(s) of terrorism or terroristic threat, a cyber-attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of taxes assessed on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq.

xxii. Law - The term "Law" or “Governing Law” shall refer to the Tax Exemption Law

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity or such entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional local property taxation. As applied to each Unit, the amount of the total real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation shall be apportioned by dividing same by the number of Units to be constructed (i.e. 14).

xxv. Intentionally Omitted.

xxvi.

xxvii. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxviii. Municipal Purposes Tax Rate - The sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxix. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxx. Project - The Property (defined below), housing units and related improvements

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain fourteen (14) residential housing Units as reflected in the master deed creating the Condominium Regime hereafter to

be filed and recorded for the Project. The Project does not include the development of open space or improvements located within the public rights-of-way.

xxxi. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxii. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 4201, Lot 4.01, including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxiii. Sales Price – If unsold shall mean:

Unit	Designation	Sales Price	Number
Rear of Floors 2-4	1,524 sq. ft.	$845,000	6
Front of Floors 2-4	1,729 sq. ft.	$945,000	6
Rear Penthouse, Flr. 5	2,573 sq. ft.	$1,295,000	1
Front Penthouse, Flr. 5	2,718 sq. ft.	$1,395,000	1

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiv. Special Assessment Agreement – The Special Assessment Agreement between the Entity and the City dated the same date as this Financial Agreement.

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

xxxv. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxvi. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion of such Unit.

xxxvii. Tax Ratio – The Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

xxxviii. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxix. Total Project Cost – The Parties hereto stipulate that the Total Project Cost of the Project as set forth in the Application is anticipated to be approximately $10,050,441.00.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and create employment opportunities within the City. The tax

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity, by execution of this Agreement, hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of **Exhibit 3**.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project and the SDA.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer and the Entity on or about March 29, 2021, as amended and restated on [____________], and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the Parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Section 3.2 Purpose and Benefits of Agreement

A. Relative Benefits of the Project when compared to the costs:

i The current real estate taxes on the Land, generate revenue of less than approximately $17,891.00 per annum (or, approximately $1,277.96 per Unit).

ii The Annual Service Charge will provide annual net revenue to the City of approximately $99,240.63.

iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional local property taxation had remained in effect with respect to the Property.

B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:

i Without the exemption, the Project is not financially viable;

ii The exemption permits better use of land and the construction of needed ratables; and

iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.

C. By the subsequent adoption of an Ordinance on January 26, 2023, a copy of which is attached to this Agreement, the Mayor and City Council will have considered the approval and the above findings, including those contained in Section 1.3, the Entity's Application, and authorized the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant. *As an example, solely for illustrative purposes*: if the Sales Price were $959,286.00, and the Tax Ratio were 32.58%, and the Municipal Purposes Tax Rate were $2.970, then the Municipal Share would be $9,282.30 (which equals $959,286.00, multiplied by 32.58% multiplied by 2.970 divided by 100). The Annual Service Charge would be the *greater* of (i) $8,657.71 (which equals the Municipal Share ($9,282.30) multiplied by the County Share Constant (1.052631579)) or (ii) the Minimum Annual Service Charge.

c. In each following year:

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the assessed value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant. *As an example, solely for illustrative purposes*: if the Municipal Share in the prior year was $9,282.30, and the Municipal Purposes

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Tax Rate in the prior year was $2.970, and the current year Municipal Purposes Tax Rate is $3.100, then the percentage increase in the Municipal Purposes Tax Rate would be .04377 (which is the result of dividing .13 (3.100 – 2.970) by 2.970). The Municipal Increase would equal the sum of 1 plus .04377, which is 1.04377. The Annual Service Charge would be the *greater* of (i) $9,282.30 multiplied by 1.04377, multiplied by 1.052631579 (the County Share Constant), which equals $10,198.51, or (ii) the Minimum Annual Service Charge.

The Annual Service Charge shall be calculated from the first day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the City shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 20.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's or Condominium Unit Owner's obligation, as the case may be, to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds (which Entity obligation, for the avoidance of doubt, shall cease upon the sale of the Project to purchasers of Units in the Condominium as set forth under Section 21.7 herein, and the Condominium Unit Owner shall then be responsible for the payment of the Special Assessments under the Special Assessment Agreement executed contemporaneously with this Agreement).

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"), more specifically set forth in a Special Assessment Agreement. Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this Agreement.

Section 4.7 Leases

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Any lease between the Entity and a tenant shall not require the City's consent or approval, may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties.

The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties an shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting an arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., regardless of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word "taxes" appears or is applied directly or impliedly to mean taxes or municipal liens on land, such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

ARTICLE VI – CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may, at the option of the City's Building Department, be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under this Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of $100.00 per day for each day after the 90th day that such report is not filed.

The City acknowledges that this foregoing Section 7.2 is not applicable to the for-sale Project to be constructed by the Entity.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold or leased, as the case may be, all relevant data regarding such sale or lease, including date, consideration, all relevant closing documents (such as deed and affidavit of consideration) or leases, shall be submitted to the City Clerk and Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE

Section 8.1 Application Fee

The Entity has paid to the City $1,984.81, representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee shall be payable to the City. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will not be unreasonably withheld conditioned or delayed provided: (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project, provided however, that such agreement to undertake any remaining construction and completion of the Project is pursuant and subject to the terms of the SDA; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement and, to the extent that a Certificate of Completion has not been issued for the Project, the SDA; (e) the assignor Entity's obligations under this Agreement are fully assumed in writing by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; (g) the

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d); and (h) in addition to the above, but only if the assignment shall occur prior to the issuance of a Certificate of Completion for the Project, such assignment to the new entity shall (i) not constitute a prohibited Transfer under Article 5 of the SDA or (ii) be deemed an exception to the prohibitions on Transfers pursuant to Section 5.01 of the SDA, but in that event, the Entity acknowledges that such assignment is nonetheless subject to Section 10.1(g) above with regard to the payment of a transfer fee.

Upon the transfer of this Agreement to an assignee, the Entity shall be discharged from any further obligation with respect to the obligations herein. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to all of the above and N.J.S.A. 40A:20-5e. Written notice of any such transfer shall be promptly provided to the City. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that (i) notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e and (ii) such transfer, if the transfer shall occur prior to the issuance of a Certificate of Completion for the Project, is permitted by the SDA. Notwithstanding anything to the contrary hereinabove, nothing in this Section shall be applicable to the sale or conveyance of a Condominium Unit for which a certificate of occupancy has been issued to a Condominium Unit Owner.

Additionally, the Parties acknowledge that pursuant to Section 5.01 of the SDA, and subject to Section 5.01 of the SDA, the following transfer of interest in the Entity shall be permitted and no further approval or consent of the City or Master Developer shall be required: a transfer by the current 100% owner of the Entity (“Fasano”) to Asbury Park, LLC, a New Jersey limited liability company (the “Venture”) which Venture shall be owned 40% by Fasano and 60% by Roger Mumford Homes, LLC, a New Jersey limited liability company (“Mumford”). However, the Entity acknowledges that such transfer is nonetheless subject to Section 10.1(g) above with regard to the payment of a transfer fee.

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Section 10.2 Deed Recital

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by the Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record, at the Entity's expense, a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by the Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity, notices shall be addressed to: **202/204 7th AVENUE URBAN RENEWAL, LLC,** 1005 Main Street, 2nd Floor, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

ARTICLE XVI - CONSTRUCTION/ENFORECEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party’s) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto to which intervention of the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

“Default” shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement. For the avoidance of doubt, a Default by any Condominium Unit Owner shall not be

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

a Default by the Entity or any other Condominium Unit Owner. The obligations of the Condominium Unit Owners are not cross-defaulted with the obligations of any other Condominium Unit Owner or cross-collateralized with any other Condominium Unit Owner's Unit.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period, then provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law.

Section 19.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

Section 19.4 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance, failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The Parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the Parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, the SDA as amended and restated, and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that it will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the SDA.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale), the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

payments during such time as the Entity owns the Property and/or any Condominium Units therein.

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a Default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore this Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project or portion thereof, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect,

(ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1 Exhibit 1 - The Application.

2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.

3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

202/204 7th AVENUE URBAN RENEWAL, LLC

____
Name: Patrick Fasano
Sole Member

THE CITY OF ASBURY PARK

____
John Moor, Mayor

[SEAL]

ATTEST:

____
Lisa Esposito, RMC, City Clerk

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on________________, 20___, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
(c) executed the instrument as the act of the City of Asbury Park.

____
Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on________________, 20___, Patrick Fasano personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as authorized officer of___________; and
(c) executed the instrument as the act of_____________.

____
Notary Pub

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Attachment: FINAL Financial Agreement (351785-6x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Exhibit 1

Application

Attachment: Exhibit 1 Application cover sheet (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban Renewal, LLC.

APPLICATION FOR LONG TERM TAX EXEMPTION

(COMMERCIAL/RESIDENTIAL/CONDOMINIUM PROJECT)

202/204 7th Avenue Urban Renewal, LLC
Name of Applicant

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

1005 Main Street, 2nd Floor
Asbury Park, New Jersey 07712
Address of Applicant

202/204 7th Avenue
Asbury Park, New Jersey 07712
Block 4201, Lots 3 & 4
Address of Project Site

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

202/204 7th Avenue Urban Renewal, LLC

2. Address of Applicant:

1005 Main Street, 2nd Floor, Asbury Park, NJ 07712

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

202/204 7th Avenue, Asbury Park, New Jersey 07712

b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:
Block 4201, Lots 3 & 4

c. Identify the designated Redevelopment Area in which the Project Site is located:
Waterfront Redevelopment Area

d. Provide a metes and bounds description of the Project Site:
See Attachment A

e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

See Attachment B

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment – *For 2021*

BLOCK	LOT	LAND	IMPROVEMENTS	TOTAL
4201	3	$ 542,300	$ 0.00	$ 542,300
4201	4	$ 475,500	$ 26,900	$ 502,400
		$	$	$
		$	$	$

b. Current Tax Status

BLOCK	LOT	REAL PROPERTY BALANCE	WATER/SEWER	TOTAL
4201	3	$ 8,568.34	$ 0.00	$ 8,568.34
4201	4	$ 7,937.92	$ 80.00	$ 8,017.92
		$	$	$
		$	$	$

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)

a._____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A.* 40A:20-12).

b._____Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A.* 40A:20-12). (Owner Occupied only).

c. _____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(l).

d. __X__ Long Term Residential Condominium.

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(1).

6. The requested duration of Tax Abatement is __30_ years.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

SECTION D: PROJECT INFORMATION

7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.

See Attachment C

This project is located in the Prime Renewal Area of the Waterfront Redevelopment Area. It involves the construction of a five-story, fourteen-unit condominium building with a parking garage on the ground floor, housing units on floors 2-5, a mezzanine level, and a roof-top deck.

8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to *N.J.S.A.* 40A:20-3(h). Attach substantiation of the assumptions utilized therein as may be necessary.

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect's certification as to the construction costs. Please also see *N.J.S.A.* 40A:20-8 and comply therewith.

See Attachment D.

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test).

9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

- Lender financing in the amount of $8,000,000 from Manasquan Bank
- Contribution of $1,000,000 from Patrick Fasano, sole member

10. Provide the currently estimated project schedule, including the anticipated project completion date.

See Attachment E.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

11. Disclosure Statement:

a. Name of Corporation, Partnership or Entity:

202/204 7th Avenue Urban Renewal, LLC

b. Principal place of business:

1005 Main Street, 2nd Floor, Asbury Park, NJ 07712

c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

Patrick Fasano/Fasano Properties, 1005 Main Street, 2nd Floor, Asbury Park, NJ 07712

d. Formed in the State of New Jersey

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above corporation o partnership. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

e.

Name of Owner(s)	Address	Percent Owned
Patrick Fasano	1005 Main Street 2nd Floor Asbury Park, NJ 07712	100%

f.

Name of Director(s)	Address	Title
N/A		

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax exemption that is currently in force and effect with the City of Asbury Park.

Name	Name of Urban Renewal Entity
None	

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

Name	Type of Contract or Agreement
None	

14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

We will follow the conditions outlined in the Subsequent Developers Agreement. In addition, this project will create over 100 jobs over the various trades including, masons, electricians, plumbers, carpenters, roofers, landscapers and various other skilled workers that will work as a team to build the project. No permanent jobs will be created by this project, but we will utilize both local and Monmouth County based suppliers during the construction of the building.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?

The construction of this Project will permit fourteen (14) new families to move to Asbury Park and utilize its downtown businesses, shops, restaurants, clubs, and amenities. Mr. Fasano, the sole member of the Urban Renewal Entity constructing the Project, has built over 200 condominiums in Asbury Park with a market value of over $50 million, which has boosted the quality of life in and improved the landscape of the Asbury Park community for the past 15 years.

16. The proposed Project complies with the Waterfront Redevelopment Area Plan (insert name of redevelopment plan) as adopted and on file with the City Planning Board.

17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.

18. Other than the construction of footing and foundation work, the construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.

19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.

20. Please state any exception(s) to the statements made (#1 to #19 above).

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

21. **I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.**

202/204 7TH AVENUE URBAN RENEWAL, LLC

Patrick Fasano, Sole Member

10-17-22

Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

LIST OF EXHIBITS

A. Metes & Bounds Description of Lots

B. Survey of Site

C. Project Narrative

D. Architect's Certification of Costs

E. Project Schedule

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT A

WJH ENGINEERING

DESCRIPTION OF LOT CONSOLIDATION
BLOCK 4201 LOTS 3 and 4

All that a certain lot and or lots, tract or parcel of land situate, lying and being in the City of Asbury Park, County of Monmouth, State of New Jersey and being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Seventh Avenue (variable width), said point being North 61 degrees 24 minutes 58 seconds West, a distance of 50.13' (feet) from the intersection of the westerly right-of-way line of Kingsley Street (75' wide) with the southerly right-of-way line of Seventh Avenue and running: thence

1) South 24 degrees 30 minutes 00 seconds West, a distance of 133.93' (feet), to a point and corner; thence
2) North 65 degrees 30 minutes 00 seconds West, a distance of 100.00' (feet), to a point and corner; thence
3) North 24 degrees 30 minutes 00 seconds East, a distance of 141.07' (feet), to a point and corner in the southerly right-of-way line of Seventh Avenue; thence
4) South 61 degrees 24 minutes 58 seconds East, along the southerly right-of-way line of Seventh Avenue, a distance of 100.26' (feet) to the point and place of BEGINNING.

Being known and designated as all of Lots 3 and 4 in Block 4201 as shown on the official tax map of the City of Asbury Park.

Being and intended to be a consolidation of Lots 3 and 4 in Block 4201 as shown on the official tax map of the City of Asbury Park.

2517 STATE HIGHWAY 35, BLDG. B, STE. 301 • MANASQUAN, NJ 08736
PHONE: 732-223-1313 • WJHENGINEERING.COM

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Aforementioned is prepared in accordance with a map entitled, "Boundary and Topographic Survey of Lots 3 and 4 in Block 4201, in The City of Asbury Park, Monmouth County, New Jersey", dated March 07, 2018 prepared by WJH Engineering.

Containing 13,750.02 S.F. or 0.316 Acres +/-

02-25-19
Date

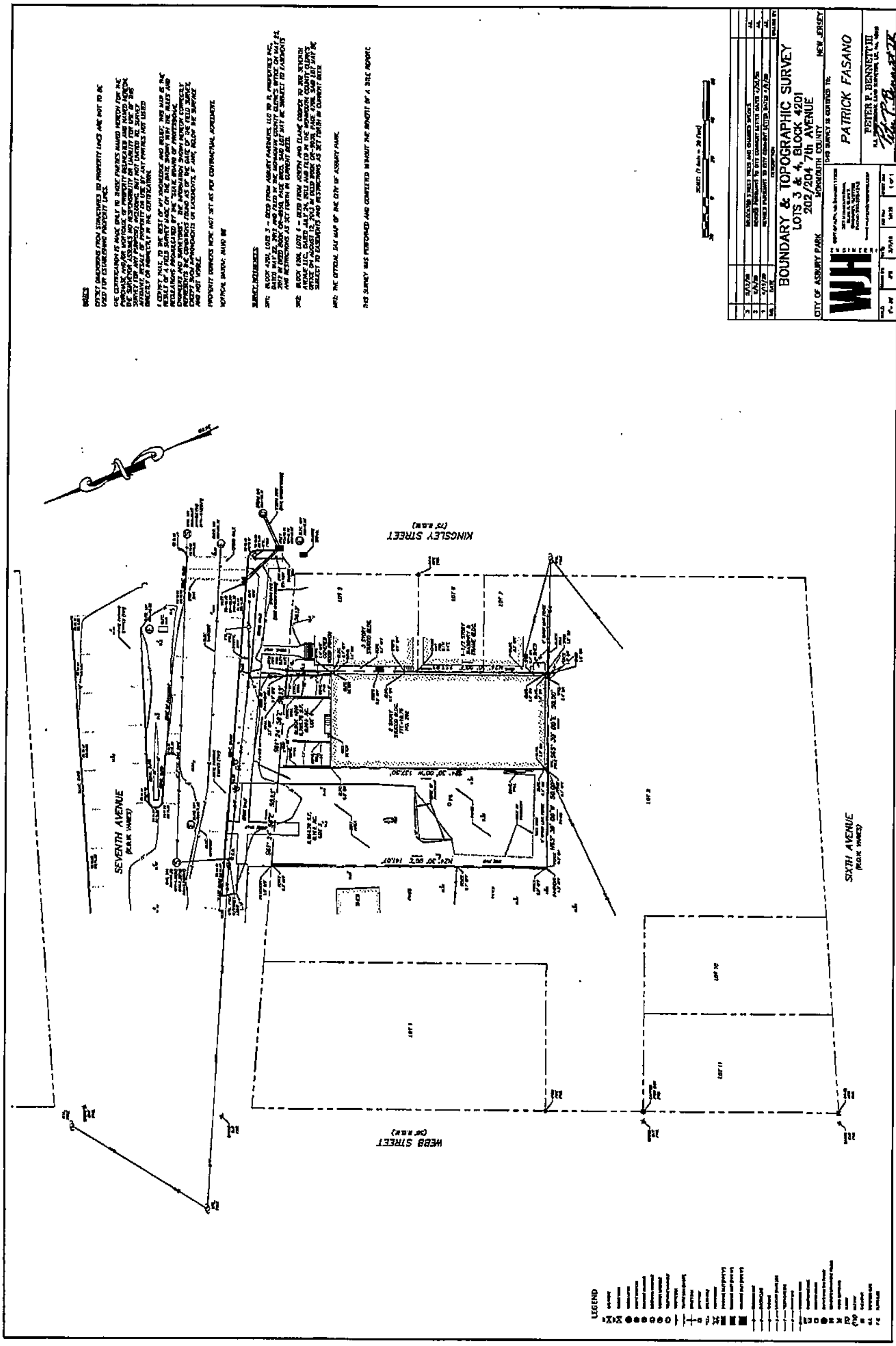
Peter P. Bennett III

Peter P. Bennett III
Professional Land Surveyor
New Jersey License # 40651

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT B

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban



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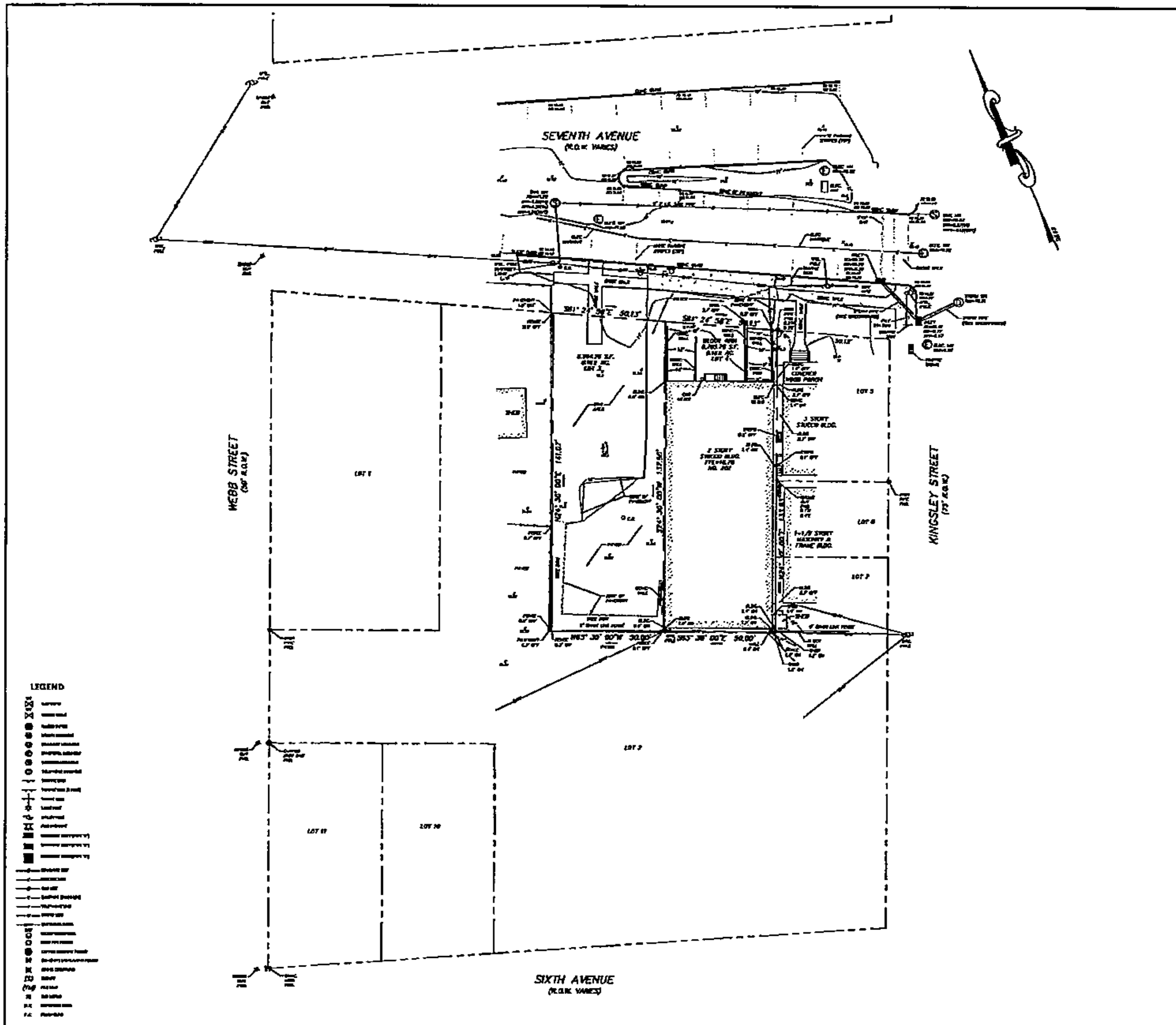


NOTES:

OFFSET DIMENSIONS FROM STRUCTURES TO PROPERTY LINES ARE NOT TO BE USED FOR ESTABLISHING PROPERTY LINES.

THE CERTIFICATION IS MADE ONLY TO THOSE PARTIES NAMED HEREON FOR THE PURCHASE AND/OR MORTGAGE OF PROPERTY DELINEATED AND NAMED HEREON. THE SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR USE OF THIS SURVEY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, SURVEY AFFIDAVIT, RESALE OF PROPERTY OR USE BY ANY PARTIES NOT LISTED DIRECTLY OR INDIRECTLY IN THE CERTIFICATION.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS THE RESULT OF A FIELD SURVEY MADE ON THE DATE SHOWN WITH THE RULES AND REGULATIONS PROMULGATED BY THE "STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS". THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE.

PROPERTY CORNERS WERE NOT SET AS PER CONTRACTUAL AGREEMENT.

VERTICAL DATUM: NAVD 88

SURVEY REFERENCES:

SR1: BLOCK 4201, LOTS 3 – DEED FROM ASBURY PARTNERS, LLC TO 3L PROPERTIES INC., DATED MAY 22, 2012 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON MAY 23, 2012 IN DEED BOOK OR-8958, PAGE 8805. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

SR2: BLOCK 4201, LOTS 4 – DEED FROM JOSEPH AND ELAINE COOPER TO 202 SEVENTH AVENUE LLC, DATED JULY 24, 2013 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON AUGUST 12, 2013 IN DEED BOOK OR-9030, PAGE 4706. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

MR1: THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK.

THIS SURVEY WAS PERFORMED AND COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.

SCALE: (1 inch = 20 Feet)

NO.	DATE	DESCRIPTION	DRAWN BY
3	5/11/20	RELOCATED STREET TREES AND CHANGED SPECIES	JL
2	5/6/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/30/20	JL
1	4/15/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/8/20	JL

BOUNDARY & TOPOGRAPHIC SURVEY

LOTS 3 & 4, BLOCK 4201
202/204 7th AVENUE

CITY OF ASBURY PARK — MONMOUTH COUNTY — NEW JERSEY

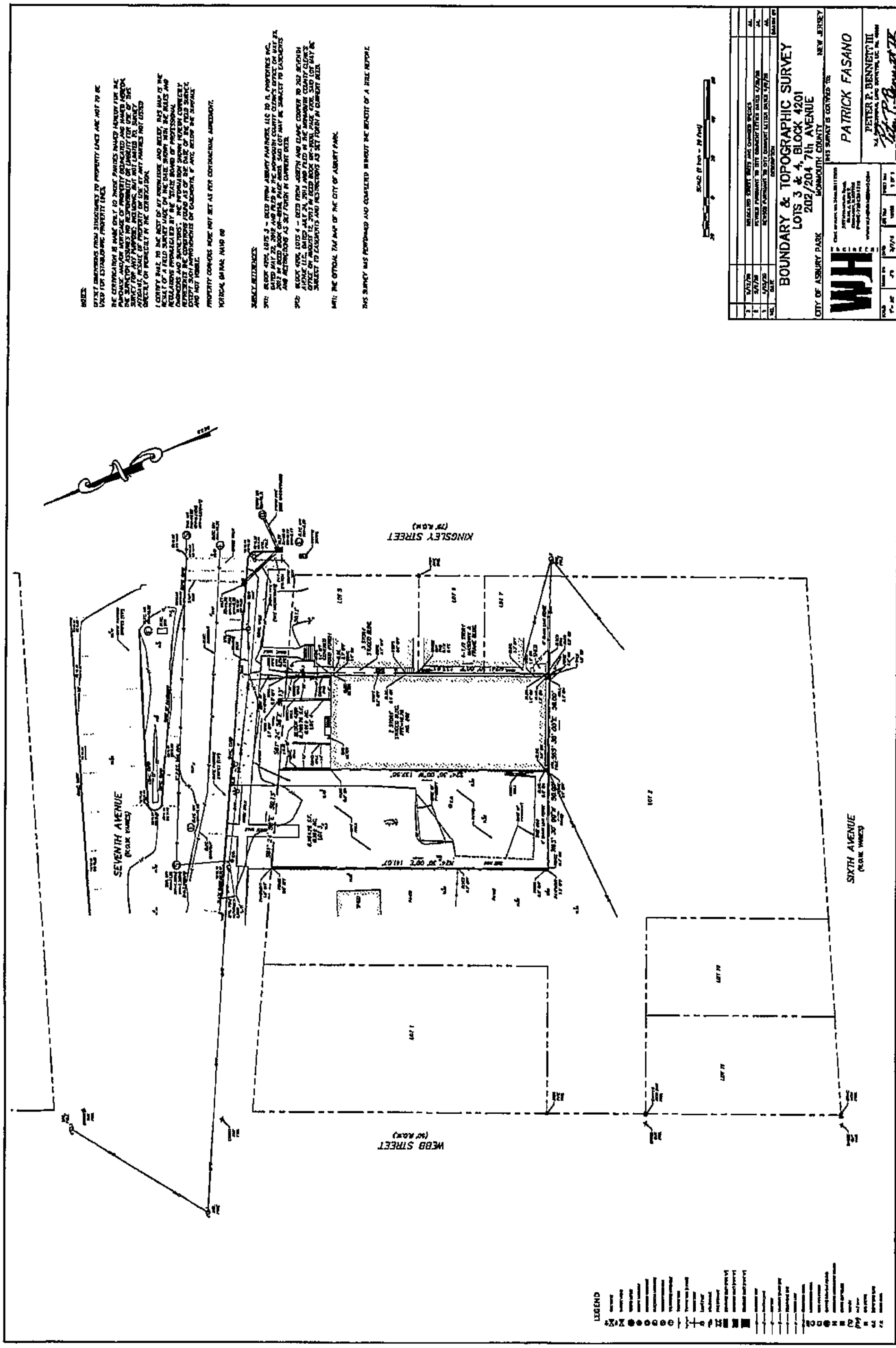
WJH ENGINEERING

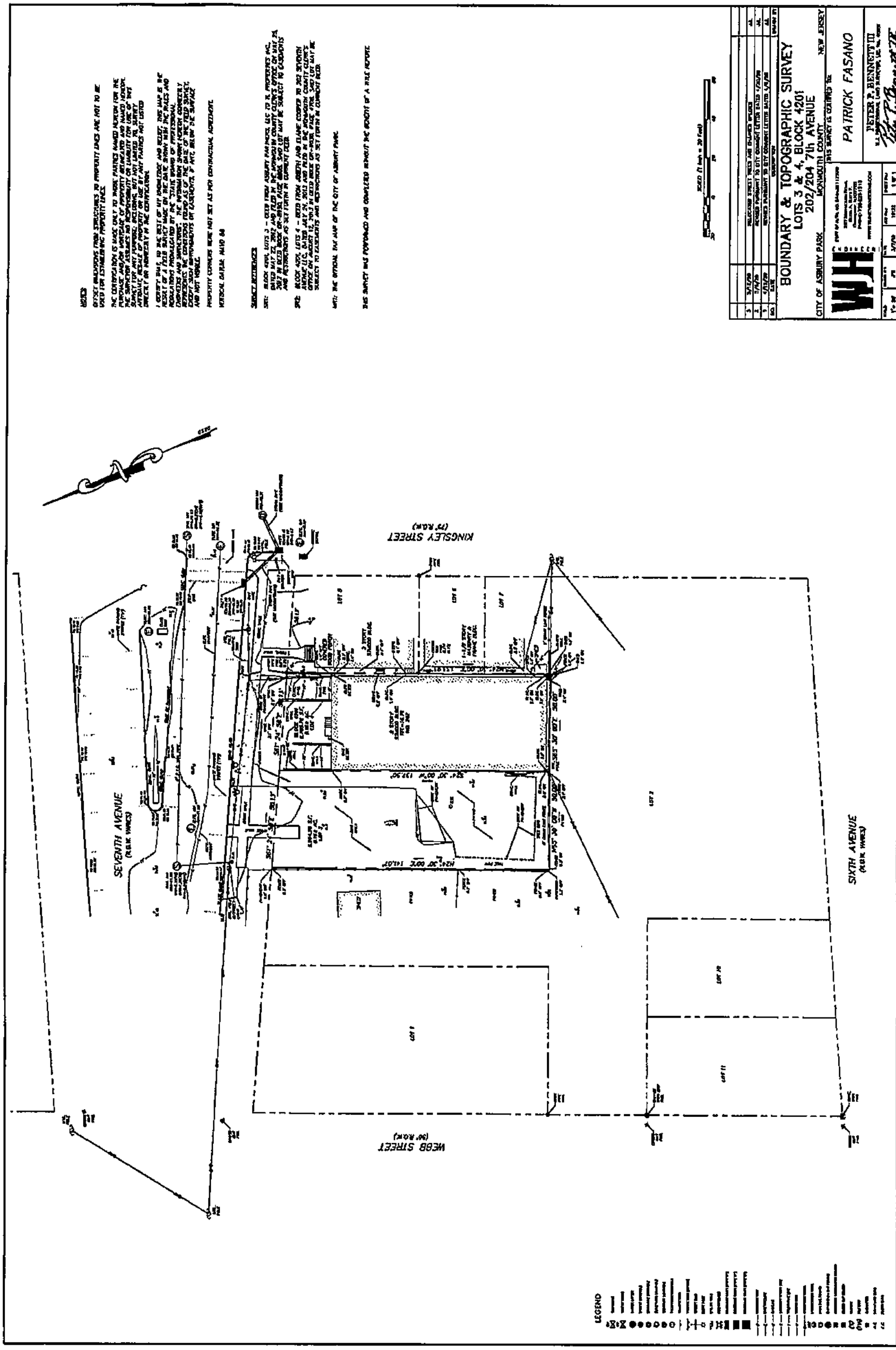
THIS SURVEY IS CERTIFIED TO:

PATRICK FASANO

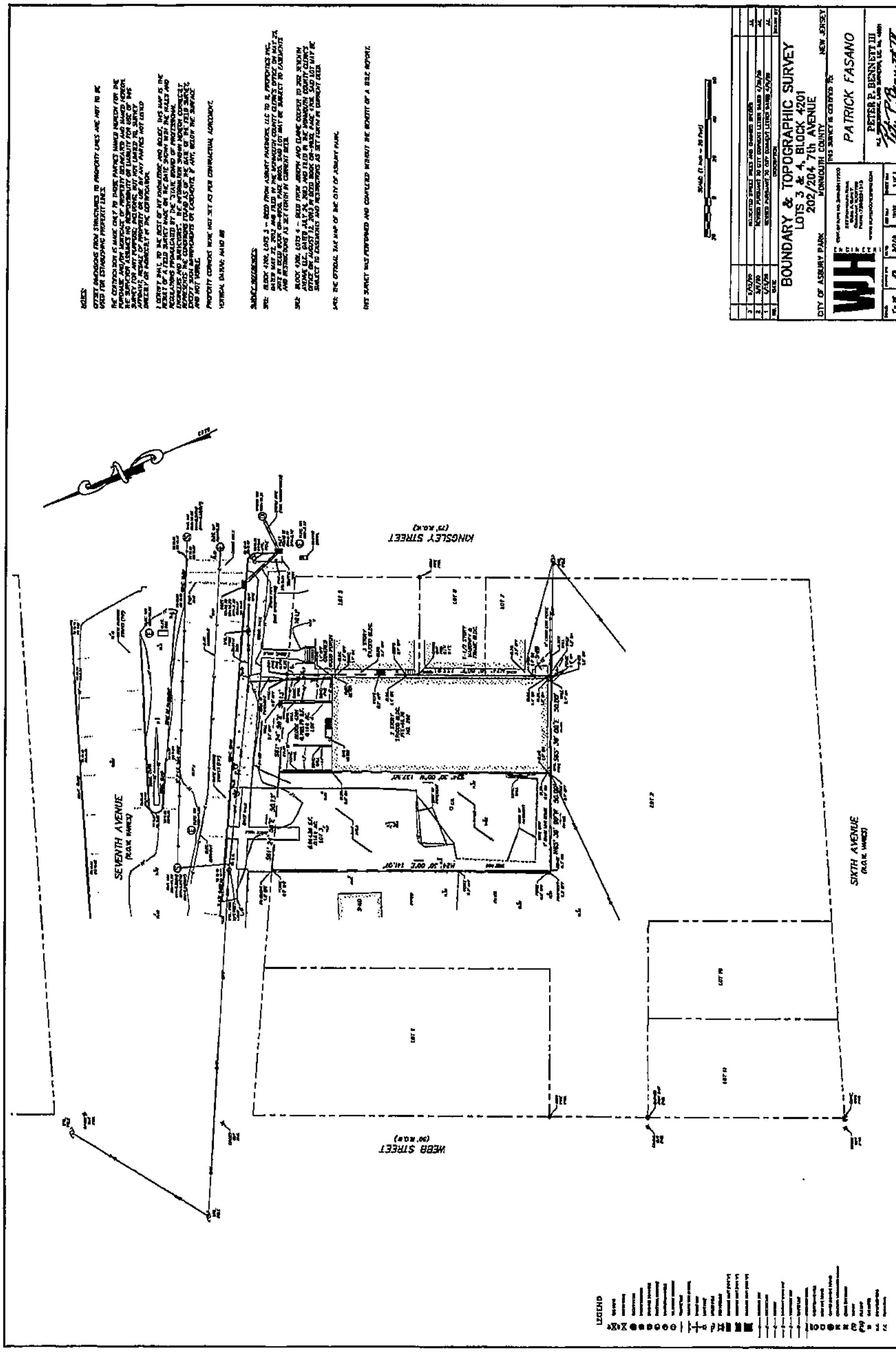
PETER P. BENNETT III

SCALE: 1" = 20' | DATE: 3/7/20 | SHEET No. 1 OF 1


BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 3 & 4, BLOCK 4201
202/204 7th AVENUE
CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY
PATRICK FASANO
PETER P. BENNETT III
SEVENTH AVENUE
SIXTH AVENUE
KINGSLEY STREET
WEBB STREET
LEGEND
NOTES:



Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban



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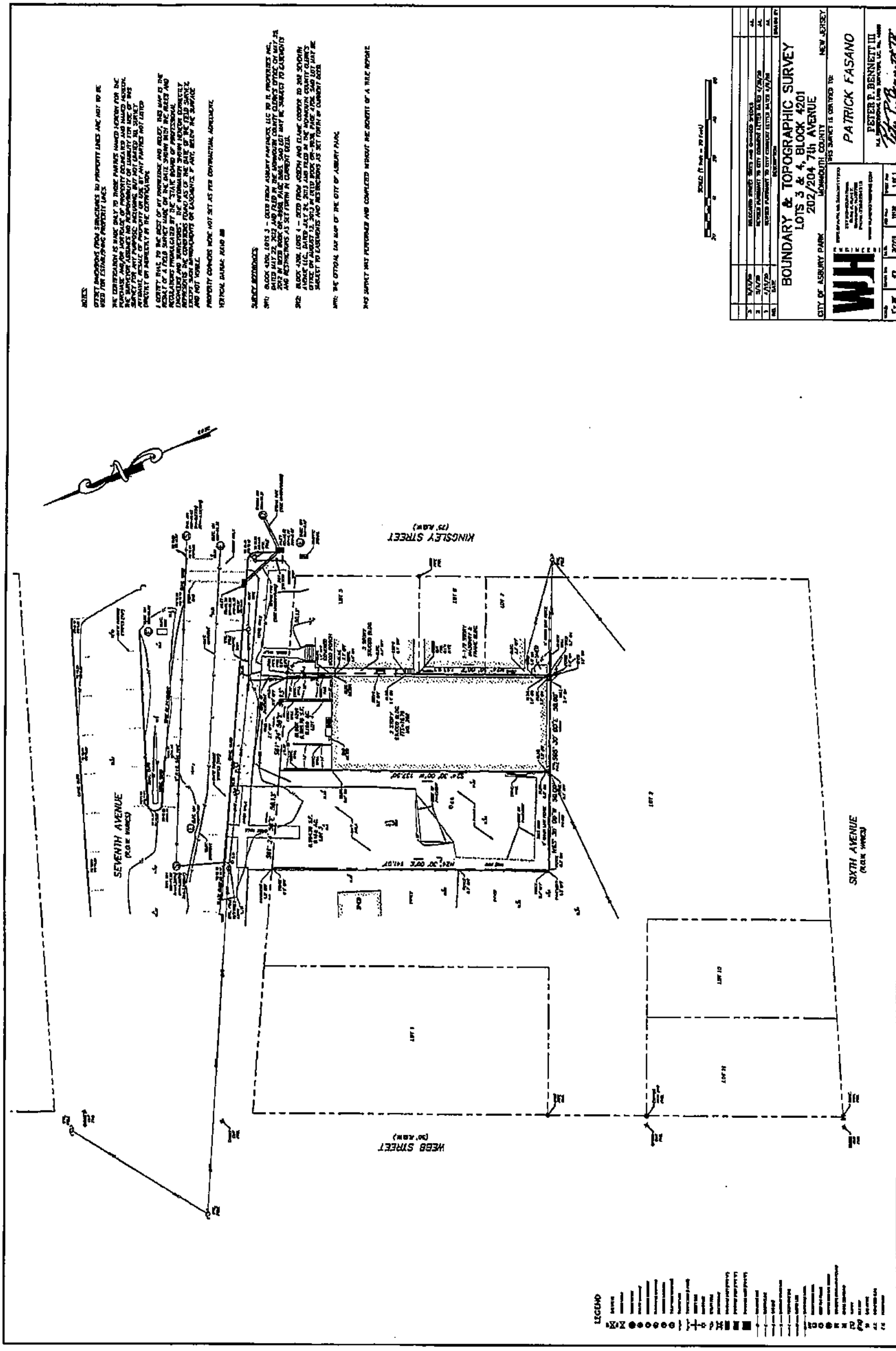
SEVENTH AVENUE
SIXTH AVENUE
KINGSLEY STREET
WEBB STREET
BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 3 & 4, BLOCK 4201
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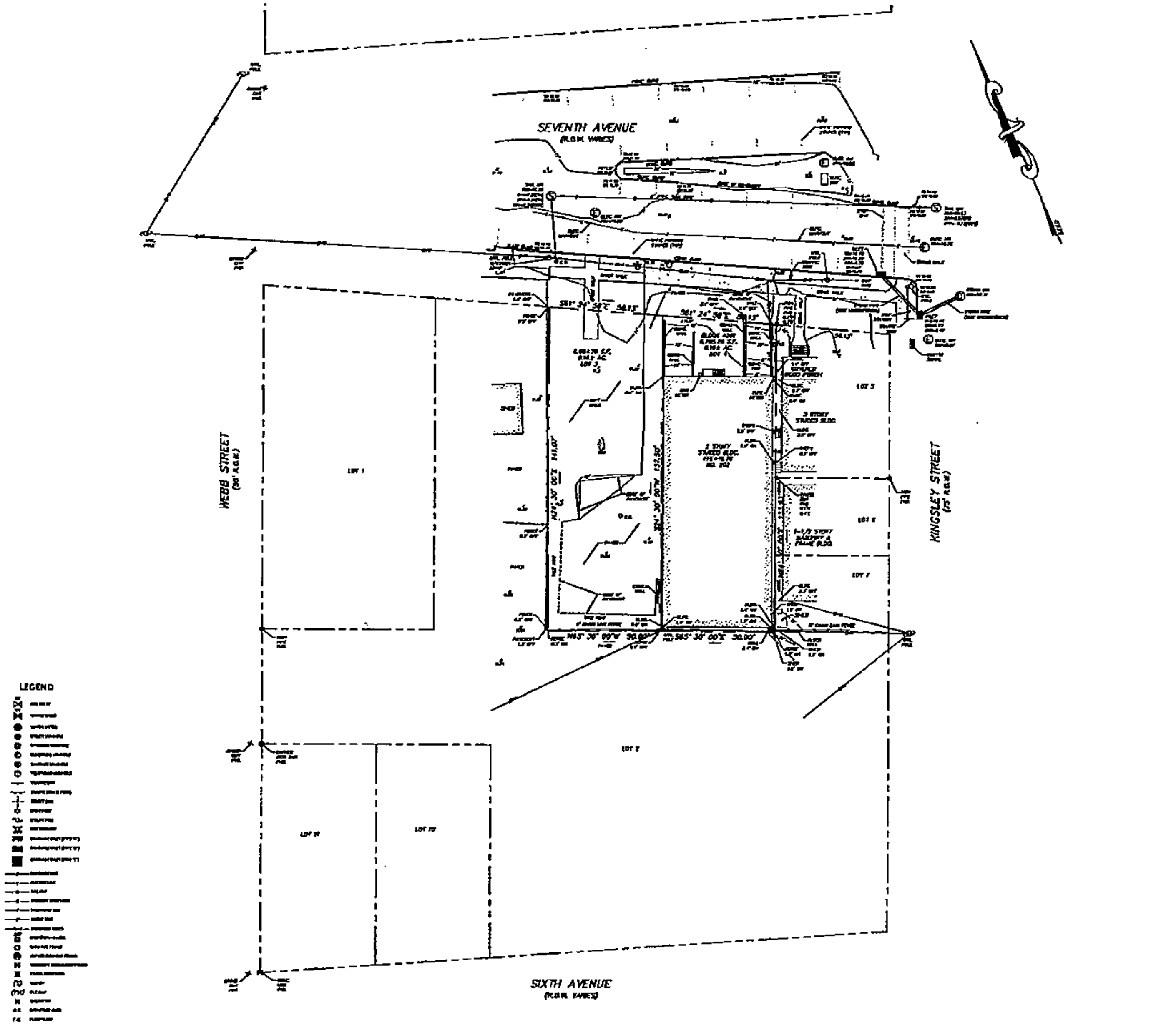
CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY
PATRICK FASANO
PETER P. BENNETT III



NOTES

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THE CERTIFICATION IS MADE ONLY TO THOSE PARTIES NAMED HEREON FOR THE PURCHASE AND/OR MORTGAGE OF PROPERTY DELINEATED AND NAMED HEREON. THE SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR USE OF THIS SURVEY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, SURVEY AFFIDAVIT, RESALE OF PROPERTY OR USE BY ANY PARTIES NOT LISTED DIRECTLY OR INDIRECTLY IN THE CERTIFICATION.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS THE RESULT OF A FIELD SURVEY MADE ON THE DATE SHOWN WITH THE RULES AND REGULATIONS PROMULGATED BY THE "STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS". THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE.

PROPERTY CORNERS WERE NOT SET AS PER CONTRACTUAL AGREEMENT.

VERTICAL DATUM: NAVD 88

SURVEY REFERENCES:

SR1: BLOCK 4201, LOTS 3 – DEED FROM ASBURY PARTNERS, LLC TO R. PROPERTIES INC., DATED MAY 22, 2012 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON MAY 23, 2012 IN DEED BOOK OR-8950, PAGE 8855. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

SR2: BLOCK 4201, LOTS 4 – DEED FROM JOSEPH AND ELAINE COOPER TO 202 SEVENTH AVENUE LLC, DATED JULY 24, 2013 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON AUGUST 12, 2013 IN DEED BOOK OR-9030, PAGE 4706. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

SR3: THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK.

THIS SURVEY WAS PERFORMED AND COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.

SCALE: (1 inch = 20 Feet)

NO.	DATE	DESCRIPTION	DRAWN BY
3	9/13/20	RELOCATED STREET TREES AND CHANGED SPECIES	J.L.
2	5/5/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/28/20	J.L.
1	4/10/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/6/20	J.L.

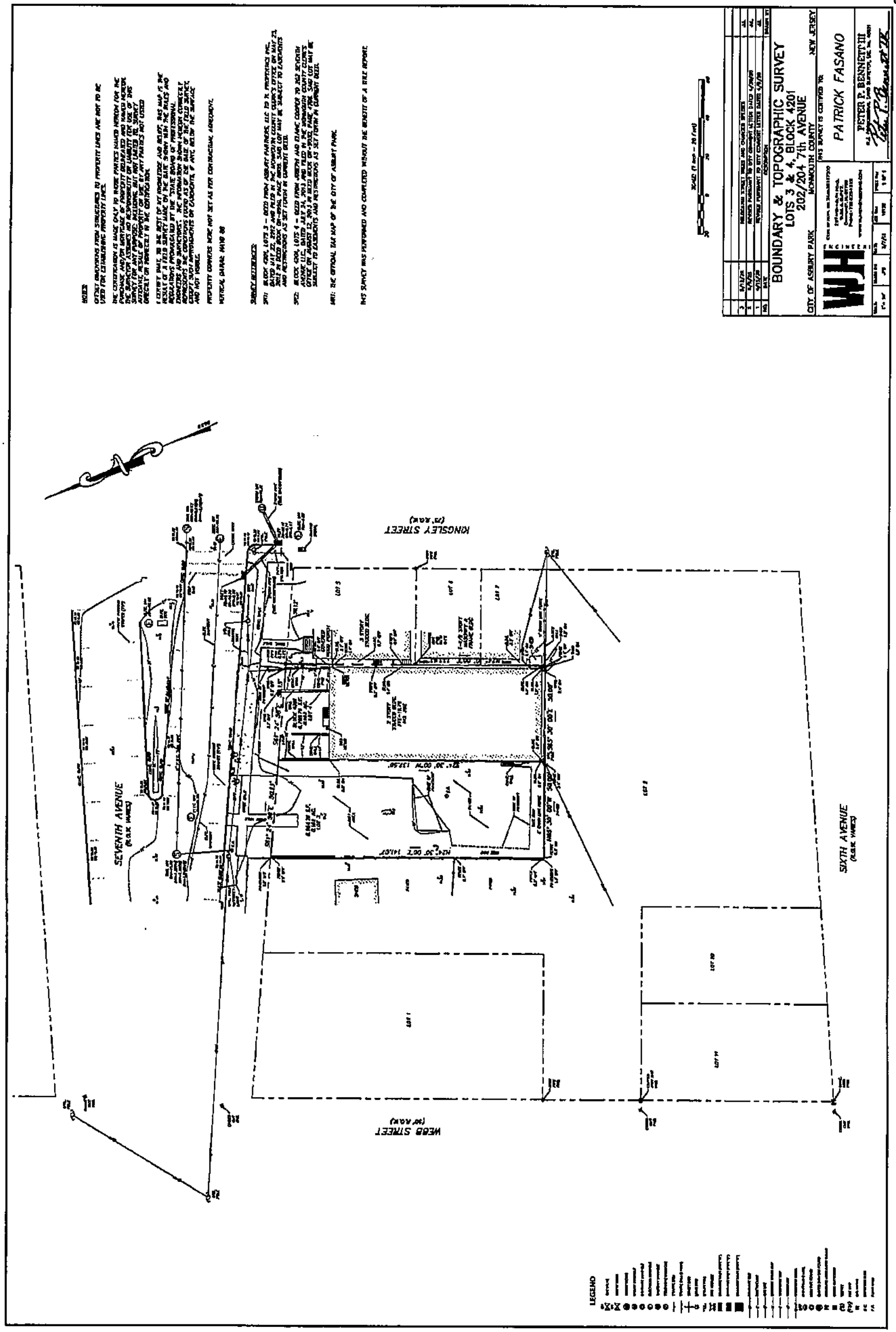
BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 3 & 4, BLOCK 4201
202/204 7th AVENUE

CITY OF ASBURY PARK — MONMOUTH COUNTY — NEW JERSEY

WJH ENGINEERING

THIS SURVEY IS CERTIFIED TO:
PATRICK FASANO

PETER P. BENNETT III
N.J. PROFESSIONAL LAND SURVEYOR, LIC. No.



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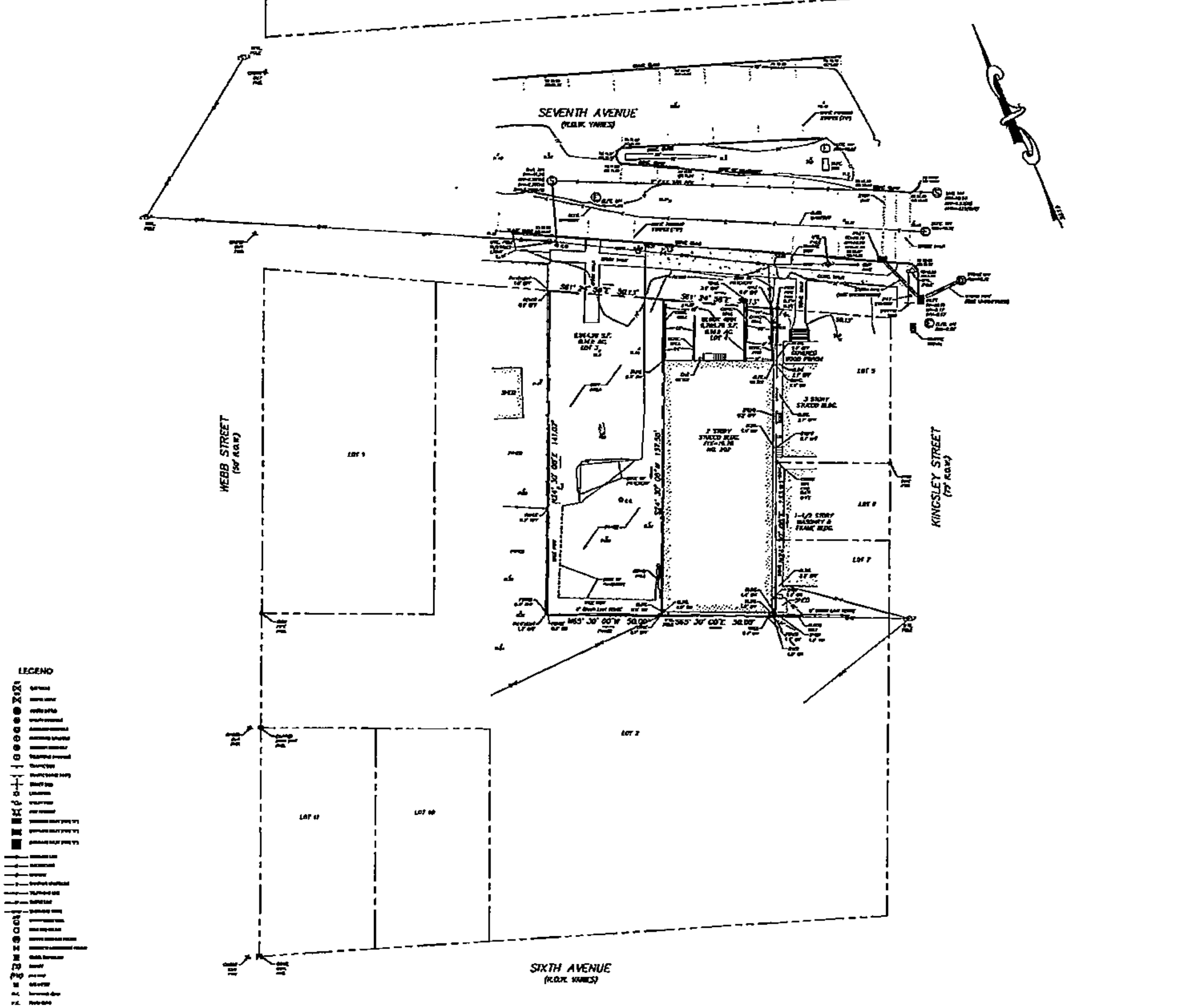

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PROPERTY CORNERS WERE NOT SET AS PER CONTRACTUAL AGREEMENT.

VERTICAL DATUM: NAVD 88

SURVEY REFERENCES:

SR1: BLOCK 4201, LOTS 3 – DEED FROM ASBURY PARTNERS, LLC TO JL PROPERTIES INC., DATED MAY 22, 2012 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON MAY 29, 2012 IN DEED BOOK OR-8950, PAGE 8005. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

SR2: BLOCK 4201, LOTS 4 – DEED FROM JOSEPH AND ELAINE COOPER TO 202 SEVENTH AVENUE LLC., DATED JULY 24, 2013 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON AUGUST 12, 2013 IN DEED BOOK OR-9038, PAGE 4706. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

MR1: THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK.

THIS SURVEY WAS PERFORMED AND COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.

SCALE (1 Inch = 20 Feet)

20 0 20 40 60

NO.	DATE	DESCRIPTION	DRAWN BY
3	6/12/20	RELOCATED STREET TREES AND CHANGED SPECIES	J.L.
2	5/6/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/30/20	J.L.
1	4/13/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/8/20	J.L.

BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 3 & 4, BLOCK 4201
202/204 7th AVENUE

CITY OF ASBURY PARK — MONMOUTH COUNTY — NEW JERSEY

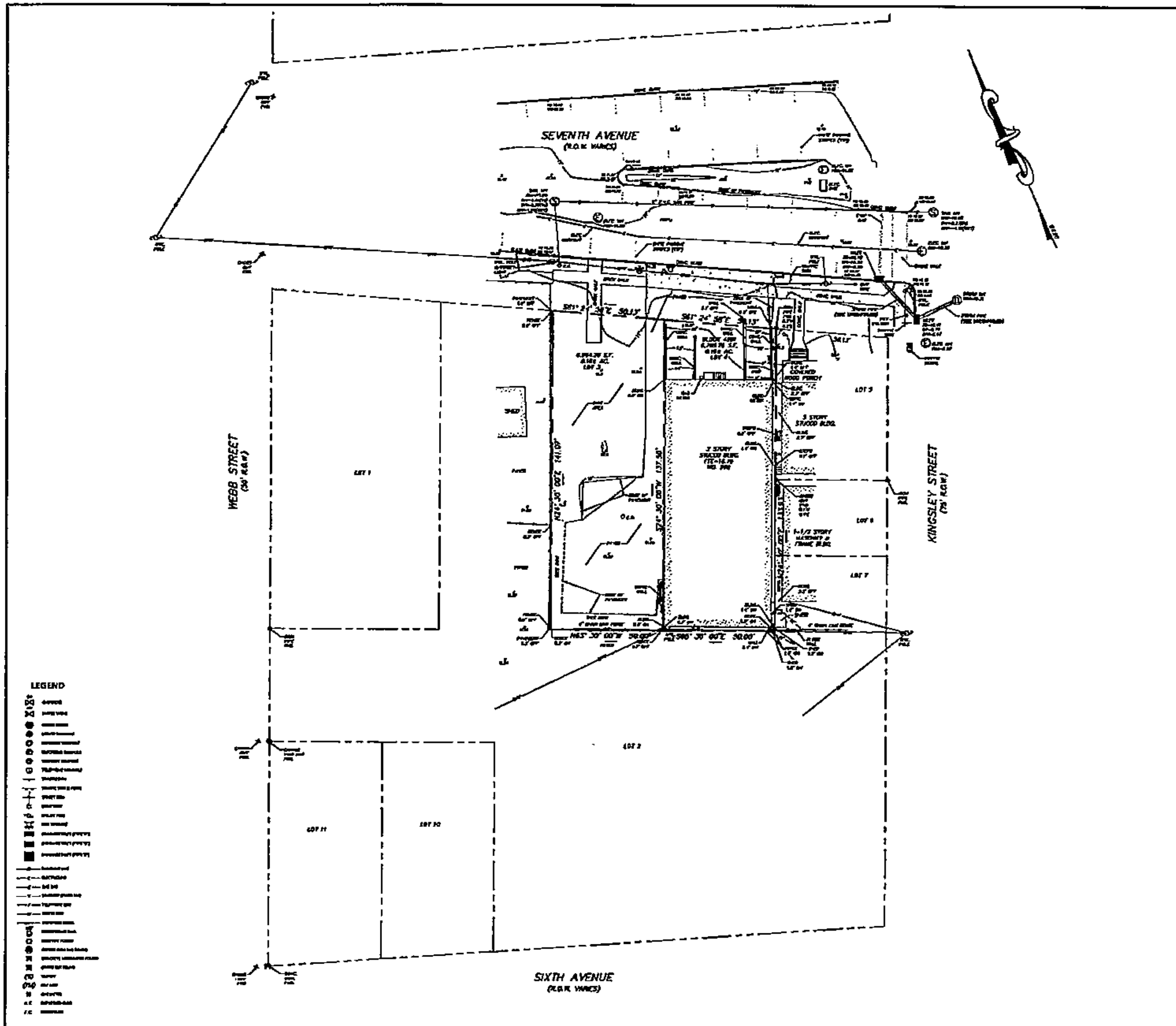
WJH ENGINEERING

THIS SURVEY IS CERTIFIED TO:

PATRICK FASANO

PETER P. BENNETT III
N.J. PROFESSIONAL LAND SURVEYOR, LIC. No. [illegible]

SCALE	DRAWN BY	DATE	JOB No.	SHEET No.
1" = 20'	JPB	3/7/19	[illegible]	1 OF 1



NOTES:

OFFSET DIMENSIONS FROM STRUCTURES TO PROPERTY LINES ARE NOT TO BE USED FOR ESTABLISHING PROPERTY LINES.

THE CERTIFICATION IS MADE ONLY TO THOSE PARTIES NAMED HEREON FOR THE PURCHASE AND/OR MORTGAGE OF PROPERTY DELINEATED AND NAMED HEREON. THE SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR USE OF THIS SURVEY FOR ANY PURPOSE; INCLUDING, BUT NOT LIMITED TO, SURVEY AFFIDAVIT, RESALE OF PROPERTY OR USE BY ANY PARTIES NOT LISTED DIRECTLY OR INDIRECTLY IN THE CERTIFICATION.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS THE RESULT OF A FIELD SURVEY MADE ON THE DATE SHOWN WITH THE RULES AND REGULATIONS PROMULGATED BY THE "STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS". THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE.

PROPERTY CORNERS WERE NOT SET AS PER CONTRACTUAL AGREEMENT.

VERTICAL DATUM: NAVD 88

SURVEY REFERENCES:

SR1: BLOCK 4201, LOTS 3 – DEED FROM ASBURY PARTNERS, LLC TO TL PROPERTIES INC., DATED MAY 22, 2012 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON MAY 23, 2012 IN DEED BOOK OR-8930, PAGE 8805. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

SR2: BLOCK 4201, LOTS 4 – DEED FROM JOSEPH AND ELAINE COOPER TO 202 SEVENTH AVENUE LLC, DATED JULY 24, 2013 AND FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON AUGUST 12, 2013 IN DEED BOOK OR-9033, PAGE 4708. SAID LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS AS SET FORTH IN CURRENT DEED.

MR1: THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK.

THIS SURVEY WAS PERFORMED AND COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.

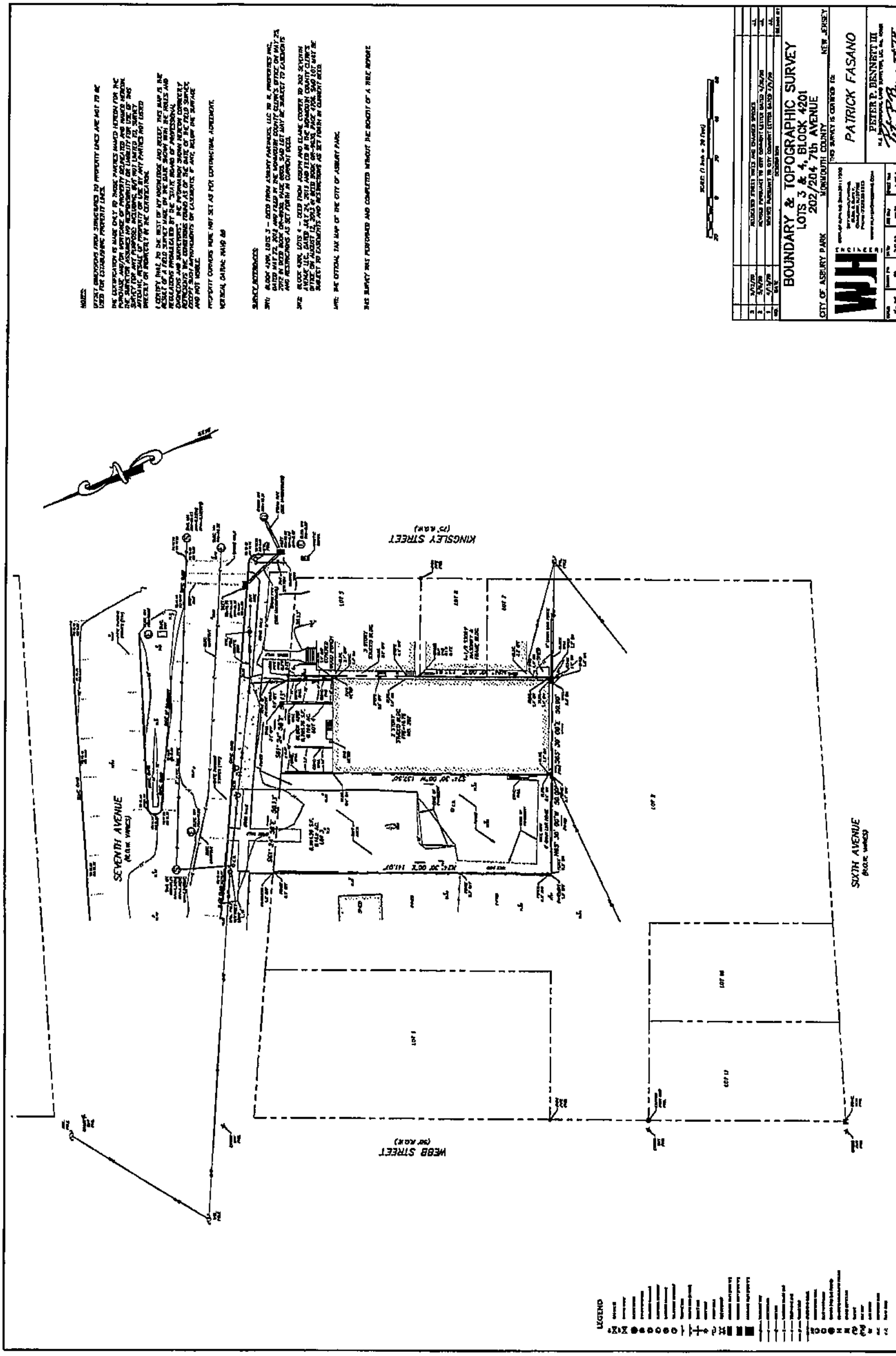
SCALE (1 inch = 20 Feet)

BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 3 & 4, BLOCK 4201
202/204 7th AVENUE
CITY OF ASBURY PARK — MONMOUTH COUNTY — NEW JERSEY

THIS SURVEY IS CERTIFIED TO:
PATRICK FASANO

PETER P. BENNETT III

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban



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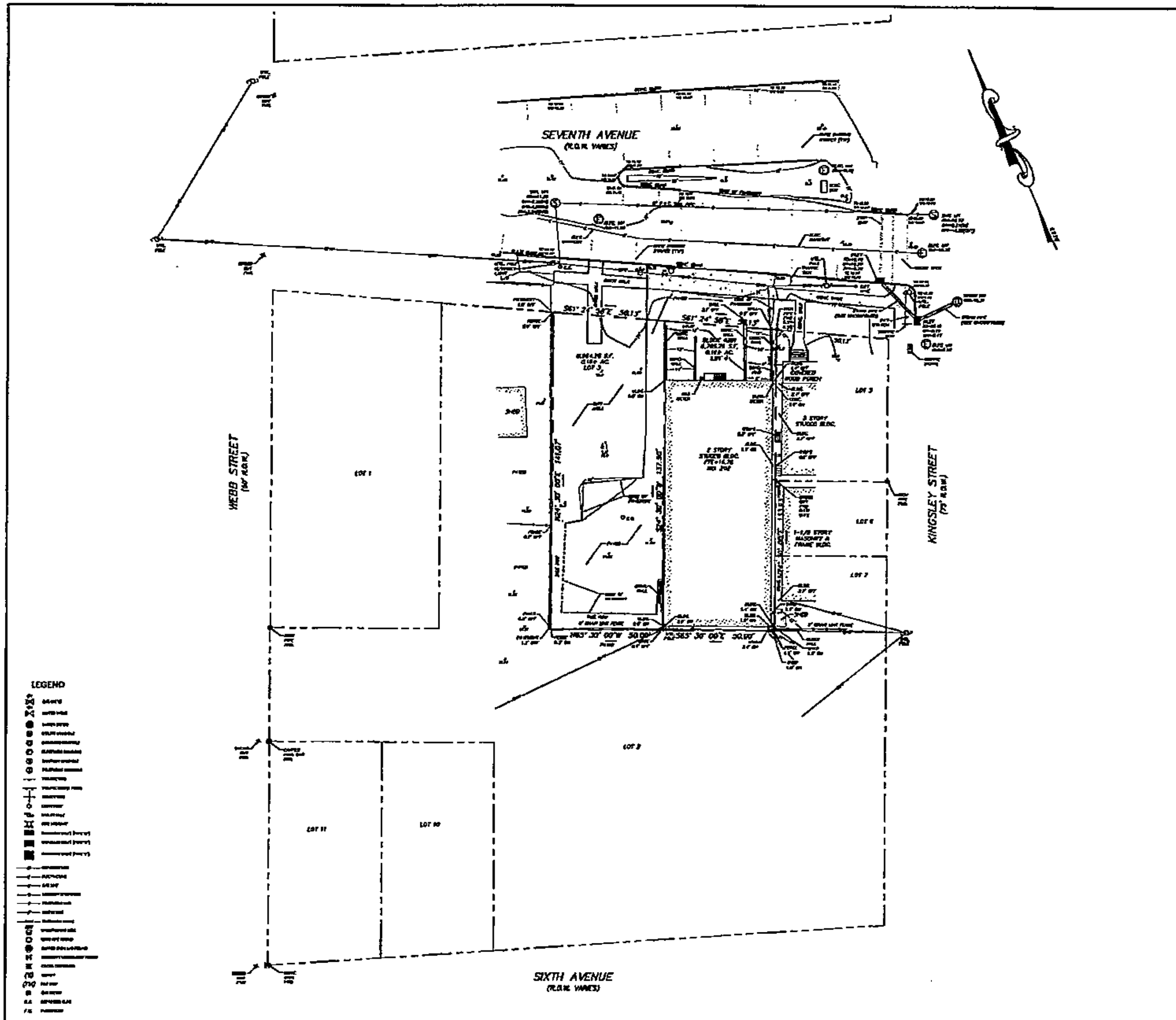

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VERTICAL DATUM: NAVD 88

SURVEY REFERENCES:

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MR1: THE OFFICIAL TAX MAP OF THE CITY OF ASBURY PARK.

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SCALE (1 Inch = 20 Feet)

NO.	DATE	DESCRIPTION	DRAWN BY
3	4/14/20	RELOCATED STREET TREES AND CHANGED SPECIES	J.A.
2	5/5/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/30/20	J.A.
1	4/15/20	REVISED PURSUANT TO CITY COMMENT LETTER DATED 4/1/20	J.L.

BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 3 & 4, BLOCK 4201
202/204 7th AVENUE

CITY OF ASBURY PARK — MONMOUTH COUNTY — NEW JERSEY

WJH ENGINEERING

THIS SURVEY IS CERTIFIED TO:

PATRICK FASANO

PETER P. BENNETT III

N.J. PROFESSIONAL LAND SURVEYOR, LIC. No.

EXHIBIT C

Project Description and Architectural Renderings

Exhibit A

202/204 7th Avenue Urban Renewal, LLC
202 Seventh Avenue
Asbury Park, NJ
Block 4201, Lots 3 & 4

NARRATIVE AND PROJECT DESCRIPTION

1. The project consists of 14 for sale condominiums. The project includes a 5 story (70 feet in total height) building with a roof-top deck. There will be a garage on the ground floor, and housing units above, with a mezzanine level at the top floor. The garage will have 23 parking spaces.

2. The project site (Block 4201, Lots 3 and 4) consists of an empty lot. The commercial building previously existing on said lot has been demolished.

3. The proposed building is a podium building, and the parking garage will be concrete and steel. The balance of the building (floors 2-5) will be conventional wood framing.

4. The exterior façade will consist of hardiplank siding, or equivalent siding, and nichiha panels.

5. Building amenities include a first-floor lobby with a sitting area and room for bicycles, beach chairs, umbrellas, and surf boards.

6. The roof-top deck will have lounge chairs, tables, a barbeque, dishwasher, counter, and sink.

7. The building will be approximately 80 feet wide and 130 feet deep.

8. There will be 6 – approximately 1,500 square foot units (2 bedrooms) with 2 each on floors 2-4. There will be 6 – approximately 1,725 square foot units (2 bedrooms with den), and then 2 each on floors 2-4. The 5th floor will have 2 – 2/3 bedroom units which are approximately 2,600 square feet with approximately 1,200 square foot roof decks. The livable square feet in the building is approximately 24,800. Each unit will have a balcony.

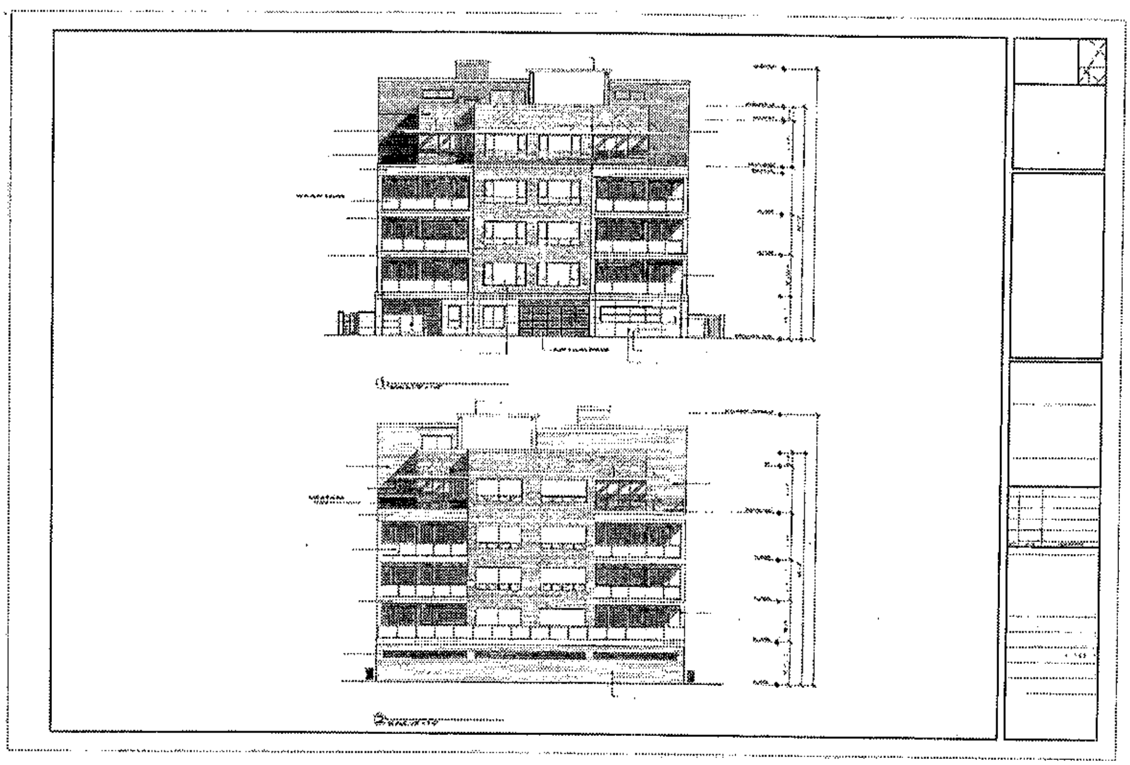
9. The project will not be restricted by age group.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

10. A six-foot high, masonry wall that resembles the building's first floor finish extends from each front building corer to the side lot line. There is an iron gate within the wall aligned with the proposed sidewalk to permit access to the sides of the building. The easterly wall has the street number affixed to the surface. Along the side lot lines and across the rear lot line is a six foot high, wood, board-on-board fence. The architectural plans contain a plan detail for the board-on-board fence, which should be revised to show the fence in plan and elevation. It is also suggested that a horizontal mounting, rather than vertical board style, would be more in character with the architecture.

11. The streetscape and landscaping improvements will comply with prevailing redevelopment plan requirements.

12. The building materials will be consistent with the Waterfront Redevelopment Plan, as amended and shall consist primarily of fiber cement panels.



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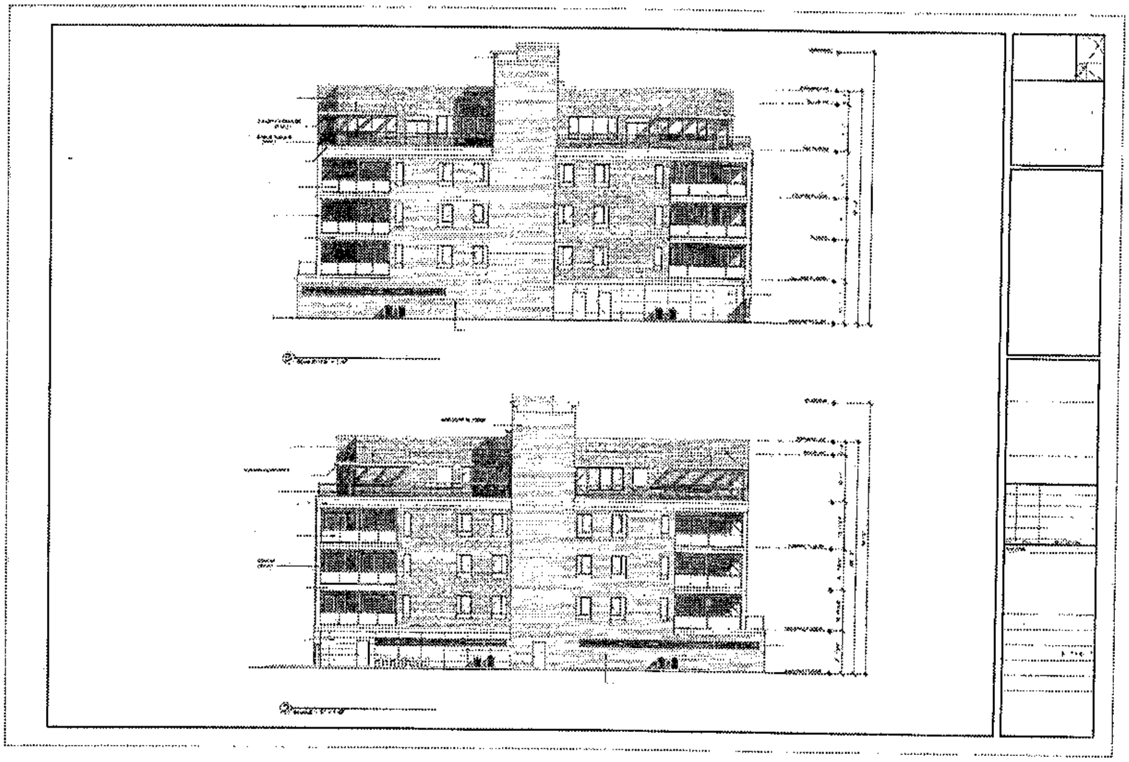
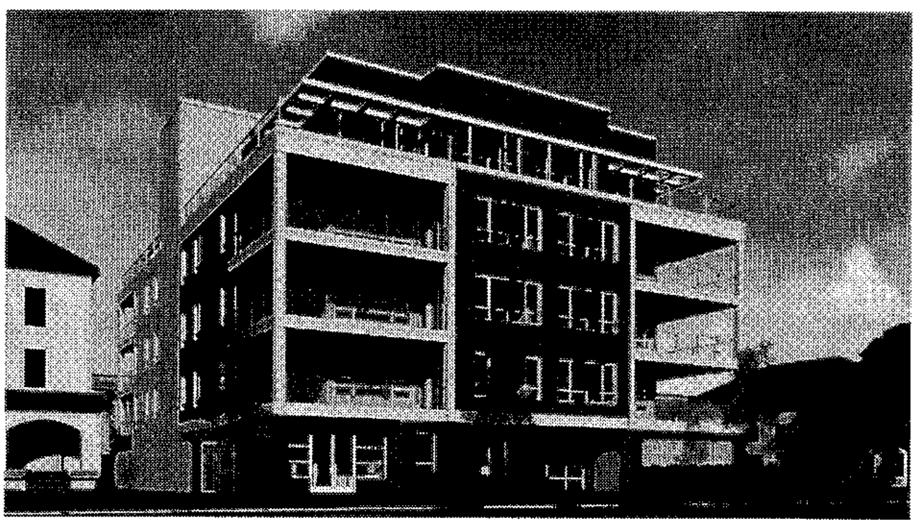
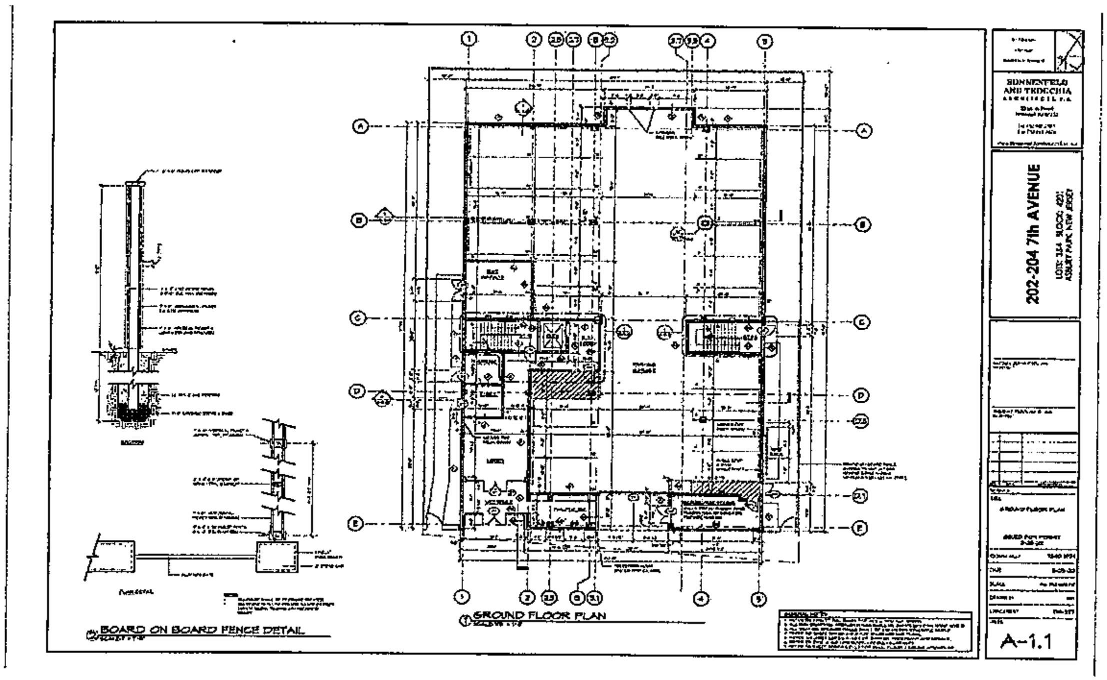
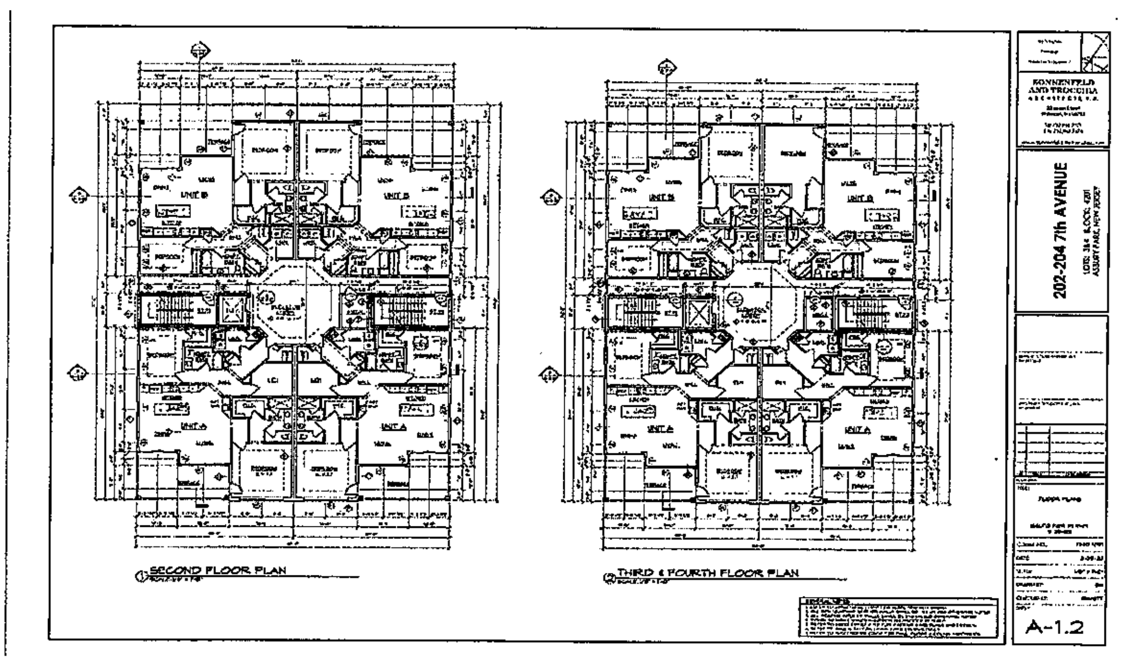




SONNENFELD + TROCCHIA
ARCHITECTS, P.A.





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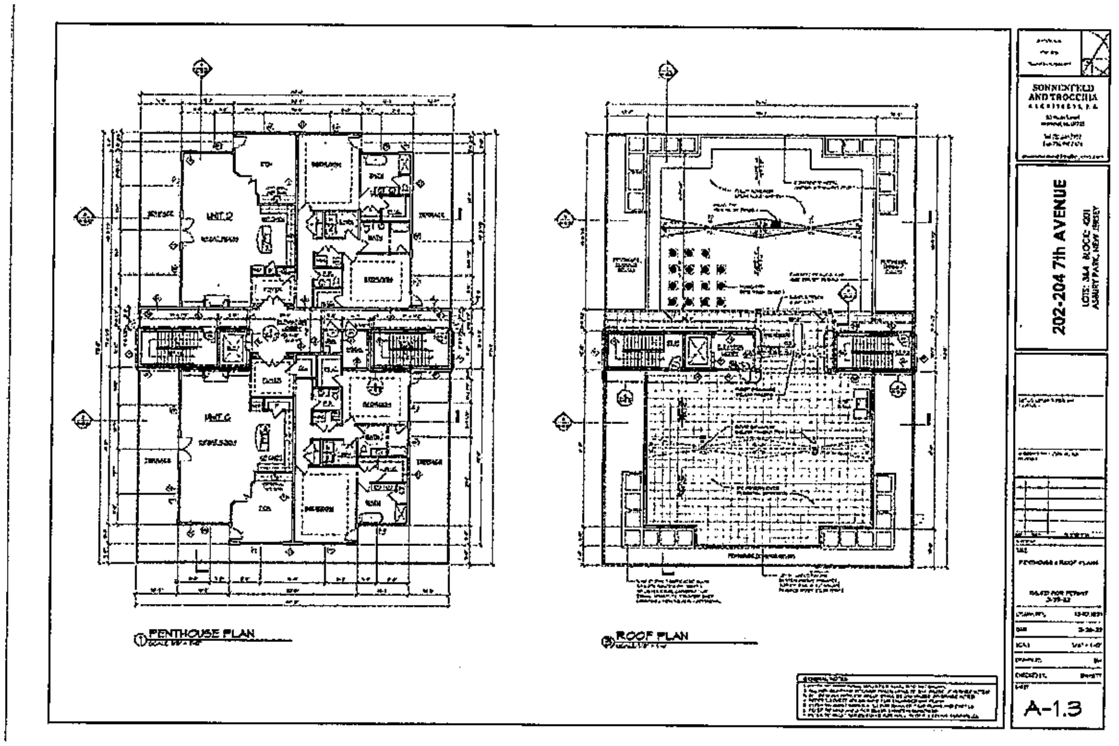

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EXHIBIT D

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

202/204 7th Ave Project
CONSTRUCTION COST BREAKDOWN

BUILDING DATA

14 condiminiums	
6 at 1,524 square feet	9,144
6 at 1,729 square feet	10,374
1 at 2,573 square feet	2,573
1 at 2,778 square feet	2,778
23 parking spaces (80' x 112')	9,223
Total square feet of living area	24,869
Total square feet of outdoor decks	
Floors 2-4	3336
Penthouses	2571
Roof top (not including mechanical area)	3120
Total	9027

	QUANTITY		UNIT PRICE	TOTAL
DEMOLITION				$ 129,815.00
SITE WORK/LANDSCAPING				$ 800,185.00
PARKING STRUCTURE				
Grade	10,000	sf	$ 0.46	$ 4,550.00
Stone Under Slab	169	cy	$ 58.50	$ 9,886.50
Footing Excavation	226	cy	$ 39.00	$ 8,814.00
Footing	45	cy	$ 650.00	$ 29,250.00
Foundation Wall	45	cy	$ 780.00	$ 35,100.00
Foundation Drain	450	lf	$ 26.00	$ 11,700.00
Perimeter Walls	124	cy	$ 1,040.00	$ 128,960.00

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Backfill	226	cy	$	39.00	$	8,814.00
Stab	9,143	sf	$	10.40	$	95,087.20
Striping	1	ls	$	4,550.00	$	4,550.00
Lighting	9,143	sf	$	3.90	$	35,657.70
Sprinkler	9,143	sf	$	4.55	$	41,600.65
FA	9,143	sf	$	1.95	$	17,828.85
Steel Framed Ceiling	32	tn	$	4,550.00	$	145,600.00
Metal Deck	9,143	sf	$	5.20	$	47,543.60
Slab on Deck	6,344	sf	$	7.15	$	45,359.60
Interior Framing	2,430	sf	$	9.10	$	22,113.00
Single Common Doors	25	ea	$	2,080.00	$	52,000.00
OH Door	1	ea	$	21,060.00	$	21,060.00
Refuse Door	1	ea	$	2,912.00	$	2,912.00
Elevator Pit and Shaft	1	ea			$	52,065.00
SHELL AND EXTERIOR FINISHES						
Framing lumber						
Perimeter Framing lumber	24,550	sf	$	4.04	$	99,255.65
Living area (Interior) lumber	24,550	sf	$	6.71	$	164,681.40
Floor decks lumber	27,429	sf	$	5.72	$	156,893.88
Roof decks lumber	10,000	sf	$	5.72	$	57,200.00
Framing labor (all)	24,550	sf	$	7.50	$	184,125.00
Windows	3,630	sf	$	78.00	$	283,140.00
Exterior/Common Space doors	16	units	$	8,612.50	$	137,800.00
Cost of decks for units, trex, canopys	6,853	sf	$	58.50	$	400,900.50
Cost of corr. Roof systems, Standing Seam	1,080	sf	$	28.60	$	30,888.00
Ratings as per plan	768	lf	$	260.00	$	199,680.00
Flat Roof, roof drains	8,920	sf	$	19.50	$	173,940.00
Exterior wall systems as per plan						
Alum Panels	4,262	sf	$	52.00	$	221,624.00
Stucco	6,402	sf	$	20.80	$	133,161.60
Cement Fiber Siding	8,130	sf	$	15.60	$	126,828.00

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Cultured Stone	1,214	sf	$	65.00	$	78,910.00
Louvers	290	sf	$	104.00	$	30,160.00
MECHANICALS & PLUMBING						
Plumbing rough and final	30	ea	$	3,250.00	$	97,500.00
Fixture counts (list)	44	ea	$	2,200.00	$	96,800.00
Water closet	14	ea	$	2,800.00	$	39,200.00
Lav	14	ea	$	3,250.00	$	45,500.00
Tub	14	ea	$	3,250.00	$	45,500.00
Kit Sink	14	ea	$	1,300.00	$	18,200.00
Shower	14	ea	$	3,900.00	$	54,600.00
Washer Dryer hook up						
Gas Piping						
HVAC						
Units	14	ea	$	11,000.00	$	154,000.00
Common areas	1,050	sf	$	15.60	$	16,380.00
ELECTRICAL						
Service Distribution Panel	1	ea	$	32,500.00	$	32,500.00
Panels, price 150A	15	ea	$	3,640.00	$	54,600.00
Elevator, power	1	ea	$	1,105.00	$	1,105.00
Rough and final units	14	ea	$	17,641.00	$	246,974.00
Rough and final Common	1	ea	$	34,190.00	$	34,190.00
High hates and other lighting					$	91,000.00
Exterior lighting	13	ea	$	585.00	$	7,605.00
Fire alarm system		sf			$	42,766.10
Sprinkler system	24,550	sf	$	5.20	$	127,660.00
Security system each unit	14	ea	$	1,430.00	$	20,020.00
INTERIOR						
Floor system, gypcrete and padding	24,550	sf	$	6.00	$	147,300.00
Finish floor hardwood laminate	20,716	sf	$	9.90	$	205,088.40
Insulation R11 between floors	24,550	sf	$	1.24	$	30,319.25

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Sheetrock 5/8" ceiling on tracks/walls	59,557	sf				
SHEET ROCK ALL, CEILINGS & WALLS, apts	100,974	sf	$	1.89	$	190,335.99
FINISHES						
Interior doors	14	unit	$	14,357.00	$	200,998.00
Hardware	14	unit	$	4,967.30	$	69,542.20
Interior trim						
Casing, 1524 sq ft unit	6	unit	$	1,943.50	$	11,661.00
Base, 1524 sq ft unit	6	unit	$	1,674.40	$	10,046.40
Casing, 1729 sq ft unit	6	unit	$	1,908.40	$	11,450.40
Base, 1729 sq ft unit	6	unit	$	1,781.00	$	10,686.00
Casing, Penthouse	2	unit	$	3,120.00	$	6,240.00
Base, Penthouse	2	unit	$	2,408.90	$	4,817.80
Interior trimelabor						
1524 sq ft unit	6	unit	$	1,206.40	$	7,238.40
1729 sf unit	6	unit	$	1,229.80	$	7,378.80
Penthouse	2	unit	$	5,528.90	$	11,057.80
Paint						
1524 sq ft unit	6	unit	$	4,376.00	$	26,256.00
1729 sq ft unit	6	unit	$	4,659.00	$	27,954.00
Penthouse	2	unit	$	6,585.00	$	13,170.00
Cabinets and appliances						
Kitchen high end, 1524	6	unit	$	7,975.00	$	47,850.00
Kitchen high end, 1729	6	unit	$	7,975.00	$	47,850.00
Kitchen high end,Penthouse	2	unit	$	11,495.00	$	22,990.00
Kitchen counter tops, 1524	6	ea	$	4,840.00	$	29,040.00
Kitchen counter tops, 1729	6	ea	$	4,840.00	$	29,040.00
Kitchen counter tops, Penthouse	2	ea	$	6,765.00	$	13,530.00
High end backsplashes, 1524	6	ea	$	2,178.00	$	13,068.00
High end backsplashes, 1729	6	ea	$	2,178.00	$	13,068.00
High end backsplashes, Penthouse	2	ea	$	2,673.00	$	5,346.00
VANITY, 1524	6	unit	$	1,950.00	$	11,700.00

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VANITY, 1729	6	unit	$	1,950.00	$	11,700.00
VANITY, PENTHOUSE	2	unit	$	2,730.00	$	5,460.00
VANITY TOP, 1524	6	unit	$	2,600.00	$	15,600.00
VANITY TOP, 1729	6	unit	$	2,600.00	$	15,600.00
VANITY TOP, PENTHOUSE	2	unit	$	3,640.00	$	7,280.00
Appliances, list						
Refrigerator	14	ea	$	3,900.00	$	54,600.00
Dishwasher	14	ea	$	1,950.00	$	27,300.00
Stove/Oven	14	ea	$	2,600.00	$	36,400.00
Microwave?		ea	$	780.00		
Washer	14	ea	$	1,040.00	$	14,560.00
Dryer	14	ea	$	910.00	$	12,740.00
Bathroom floors and shower marble						
CT-1524	6	units	$	9,318.40	$	55,910.40
CT-1729	6	units	$	15,600.00	$	93,600.00
CT-Penthouse	2	units	$	18,740.80	$	37,481.60
SHOWER ENC-1524	6	ea	$	1,300.00	$	7,800.00
SHOWER ENC-1729	6	ea	$	1,300.00	$	7,800.00
SHOWER ENC-Penthouse	2	ea	$	1,300.00	$	2,600.00
MARBLE SHOWER BASE - 1524	108	sf	$	65.00	$	7,020.00
MARBLE SHOWER BASE - 1729	84	sf	$	65.00	$	5,460.00
MARBLE SHOWER BASE - Penthouse	24	sf	$	65.00	$	1,560.00
Elevator, 5 stops 2500 lbs	1	ea	$	203,500.00	$	203,500.00
Mirrors/Toilet accessories	30	baths	$	650.00	$	19,500.00
Hardware (high end)						
Misc Trim	14	units	$	650.00	$	9,100.00
Plumbing fixtures (list)						

HALLWAYS AND STAIRWELLS						
Sheetrock	18,140	sf	$	1.89	$	34,193.90
Paint	1	ls	$	13,585.00	$	13,585.00
Wooden stairs, 4 flights	8	flgihts	$	4,550.00	$	36,400.00
Railings,						
Balastrade	192	lf	$	143.00	$	27,456.00
Wall	144	lf	$	52.00	$	7,488.00
Interior trim Common, material	1	ls	$	2,242.50	$	2,242.50
Interior trim Common, labor	1	ls	$	3,364.40	$	3,364.40
Common area floor covering	1,988	sf	$	5.20	$	10,337.60
Misc metal allowances, elev ladder, roof ladder	1	ls	$	55,000.00	$	55,000.00
GENERAL CONDITIONS						
Temporary Power					$	15,600.00
Dumpsters					$	27,000.00
Laborers					$	52,598.00
TOTAL					$	**7,618,600.07** $ 1.41

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PROFORMA

SALES TERM: 5 mos
ABSORPTION: 3.00 units/month

202-204 7th Ave
ASBURY PARK, MONMOUTH CO., NJ

17-Mar-22

	TOTAL	PER CENT OF SALES		PER UNIT	
CLOSINGS	14				
REVENUE:					
HOUSING	13,430,000			959,286	
OPTIONS	0		0.00%	0	
PREMIUMS	300,000			21,429	
SALES DISCOUNTS	0			0	
TOTAL REVENUE	13,730,000	100.00%		980,714	
COST OF SALES:					
LAND	1,523,600	11.10%		108,843	
SITE DEVELOPMENT	930,000	6.77%		66,429	
HARD COSTS	6,689,600	48.72%		477,757	
OPTIONS	0	0.00%		0	
VARIABLE HARD COSTS	66,500	0.48%		4,750	See breakdown attached
SOFT COSTS (OTHER)	771,541	5.62%		55,110	See breakdown attached
BUFFER	70,000	0.51%		5,000	
COST OF SALES	10,050,441	73.20%		717,889	
GROSS PROFIT	3,679,559	26.80%		262,826	
PROJECT ADMINISTRATION, SALES AND INTEREST EXPENSE					
CONSTRUCTION OVERHEAD	654,181	4.76%		46,727	See breakdown attached
WARRANTY SERVICE	INCL	0.00%		0	See breakdown attached
SELLING OVERHEAD					
SAL/COMM	311,967	2.27%		22,283	See breakdown attached
ADVERTISING/MARKETING	114,813	0.84%		8,201	See breakdown attached
SALES OFFICE	0	0.00%		0	See breakdown attached
MODEL MERCHANDISING	150,000	1.09%		10,714	See breakdown attached
TOTAL SELLING O/H	576,780	4.20%		41,199	
FINANCING:					
CONVENTIONAL	384,325	2.80%		27,452	See breakdown attached
INVESTOR	0	0.00%		0	See breakdown attached
TOTAL FINANCING	384,325	2.80%		27,452	
TOTAL PROJECT ADMIN, SELLING AND INTEREST	1,615,287	11.76%		115,378	
CONSTRUCTION MANAGER'S FEE	0	0.00%		0	
DEVELOPER'S FEE AND GENERAL & ADMINIS'	0	0.00%		0	
TOTAL NET PROFIT BEFORE TAXES	2,064,272	15.03%		147,448	17.70% OF COST

Options @ 0 /unit + basements
N/A /unit for
N/A of the total units

Location Premiums:
300,000 for Section I — 14 lots
0 for Section II — 0 lots
0 for Section III — 0 lots

Sales Discounts:
0 for Section I — 14 lots
N/A for Section II — 0 lots
N/A for Section III — 0 lots

Land Purchase:
107,143 for Section I — 14 lots
N/A for Section II — 0 lots
N/A for Section III — 0 lots

Land @ 1,500,000 , property taxes of 1,700 /unit plus 0 non credited pmts
plus 0 rollback taxes plus 0 brokerage fees
Site Dev @ 210,000 plus approval costs of 4,000 /unit plus 70,000 Permits, Fees & Esc
plus 2,500 /unit for site maint, street sweeping, temp real, etc. plus 6,000 /unit conn fees plus
Cost = 60.00% of option revenue + N/A per basement 0 Offsites plus
130,000 Demo/Remediation
100,000 CMC's
105,000 Surveying, Soils, Etc
140,000 Other

CONTINGENCIES INCLUDED

SALES DISCOUNTS	0
SITE DEVELOPMENT	46,500
BUILDING HARD COSTS ESCALATOR	131,149
MISCELLANEOUS BUFFER	70,000
TOTAL CONTINGENCY	247,649
AVG CONTINGENCY/UNIT	17,689

Page 1

3.E.1.1.d

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

April 4, 2022

ARCHITECT'S CERTIFICATION

We hereby certify that to the best of our professional knowledge and belief that the attached Cost of Construction Breakdown (Exhibit A) for the project, 202-204 7th Avenue, LLC, located at 202-204 7th Avenue, Asbury Park, NJ 07712 in the amount of $7,618,600.07 is a fair and reasonable estimation of projected construction costs.

Sonnenfeld + Trocchia Architects, P.A.

Andrew F. Trocchia, Jr., AIA
Principal

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT A

202/204 7th Ave Project

CONSTRUCTION COST BREAKDOWN

BUILDING DATA	
14 condiminiums	
6 at 1,524 square feet	9,144
6 at 1,729 square feet	10,374
1 at 2,573 square feet	2,573
1 at 2,778 square feet	2,778
23 parking spaces (80' x 112')	9,223
Total square feet of living area	24,869
Total square feet of outdoor decks	
Floors 2-4	3336
Penthouses	2571
Roof top (not including mechanical area)	3120
Total	9027

	QUANTITY		UNIT PRICE	TOTAL
DEMOLITION				$ 129,815.00
SITE WORK/LANDSCAPING				$ 800,185.00
PARKING STRUCTURE				
Grade	10,000	sf	$ 0.46	$ 4,550.00
Stone Under Slab	169	cy	$ 58.50	$ 9,886.50
Footing Excavation	226	cy	$ 39.00	$ 8,814.00
Footing	45	cy	$ 650.00	$ 29,250.00
Foundation Wall	45	cy	$ 780.00	$ 35,100.00
Foundation Drain	450	lf	$ 26.00	$ 11,700.00
Perimeter Walls	124	cy	$ 1,040.00	$ 128,960.00

Backfill	226	cy	$	39.00	$	8,814.00
Stab	9,143	sf	$	10.40	$	95,087.20
Striping	1	ls	$	4,550.00	$	4,550.00
Lighting	9,143	sf	$	3.90	$	35,657.70
Sprinkler	9,143	sf	$	4.55	$	41,600.65
FA	9,143	sf	$	1.95	$	17,828.85
Steel Framed Ceiling	32	tn	$	4,550.00	$	145,600.00
Metal Deck	9,143	sf	$	5.20	$	47,543.60
Slab on Deck	6,344	sf	$	7.15	$	45,359.60
Interior Framing	2,430	sf	$	9.10	$	22,113.00
Single Common Doors	25	ea	$	2,080.00	$	52,000.00
OH Door	1	ea	$	21,060.00	$	21,060.00
Refuse Door	1	ea	$	2,912.00	$	2,912.00
Elevator Pit and Shaft	1	ea			$	52,065.00
SHELL AND EXTERIOR FINISHES						
Framing lumber						
Perimeter Framing lumber	24,550	sf	$	4.04	$	99,255.65
Living area (Interior) lumber	24,550	sf	$	6.71	$	164,681.40
Floor decks lumber	27,429	sf	$	5.72	$	156,893.88
Roof decks lumber	10,000	sf	$	5.72	$	57,200.00
Framing labor (all)	24,550	sf	$	7.50	$	184,125.00
Windows	3,630	sf	$	78.00	$	283,140.00
Exterior/Common Space doors	16	units	$	8,612.50	$	137,800.00
Cost of decks for units, trex, canopys	6,853	sf	$	58.50	$	400,900.50
Cost of corr. Roof systems, Standing Seam	1,080	sf	$	28.60	$	30,888.00
Ratings as per plan	768	lf	$	260.00	$	199,680.00
Flat Roof, roof drains	8,920	sf	$	19.50	$	173,940.00
Exterior wall systems as per plan						
Alum Panels	4,262	sf	$	52.00	$	221,624.00
Stucco	6,402	sf	$	20.80	$	133,161.60
Cement Fiber Siding	8,130	sf	$	15.60	$	126,828.00

Cultured Stone	1,214	sf	$	65.00	$	78,910.00
Louvers	290	sf	$	104.00	$	30,160.00
MECHANICALS & PLUMBING						
Plumbing rough and final	30	ea	$	3,250.00	$	97,500.00
Fixture counts (list)	44	ea	$	2,200.00	$	96,800.00
Water closet	14	ea	$	2,800.00	$	39,200.00
Lav	14	ea	$	3,250.00	$	45,500.00
Tub	14	ea	$	3,250.00	$	45,500.00
Kit Sink	14	ea	$	1,300.00	$	18,200.00
Shower	14	ea	$	3,900.00	$	54,600.00
Washer Dryer hook up						
Gas Piping						
HVAC						
Units	14	ea	$	11,000.00	$	154,000.00
Common areas	1,050	sf	$	15.60	$	16,380.00
ELECTRICAL						
Service Distribution Panel	1	ea	$	32,500.00	$	32,500.00
Panels, price 150A	15	ea	$	3,640.00	$	54,600.00
Elevator, power	1	ea	$	1,105.00	$	1,105.00
Rough and final units	14	ea	$	17,641.00	$	246,974.00
Rough and final Common	1	ea	$	34,190.00	$	34,190.00
High hates and other lighting					$	91,000.00
Exterior lighting	13	ea	$	585.00	$	7,605.00
Fire alarm system		sf			$	42,766.10
Sprinkler system	24,550	sf	$	5.20	$	127,660.00
Security system each unit	14	ea	$	1,430.00	$	20,020.00
INTERIOR						
Floor system, gypcrete and padding	24,550	sf	$	6.00	$	147,300.00
Finish floor hardwood laminate	20,716	sf	$	9.90	$	205,088.40
Insulation R11 between floors	24,550	sf	$	1.24	$	30,319.25

Sheetrock 5/8" ceiling on tracks/walls	59,557	sf				
SHEET ROCK ALL, CEILINGS & WALLS, apts	100,974	sf	$	1.89	$	190,335.99
FINISHES						
Interior doors	14	unit	$	14,357.00	$	200,998.00
Hardware	14	unit	$	4,967.30	$	69,542.20
Interior trim						
Casing, 1524 sq ft unit	6	unit	$	1,943.50	$	11,661.00
Base, 1524 sq ft unit	6	unit	$	1,674.40	$	10,046.40
Casing, 1729 sq ft unit	6	unit	$	1,908.40	$	11,450.40
Base, 1729 sq ft unit	6	unit	$	1,781.00	$	10,686.00
Casing, Penthouse	2	unit	$	3,120.00	$	6,240.00
Base, Penthouse	2	unit	$	2,408.90	$	4,817.80
Interior trimelabor						
1524 sq ft unit	6	unit	$	1,206.40	$	7,238.40
1729 sf unit	6	unit	$	1,229.80	$	7,378.80
Penthouse	2	unit	$	5,528.90	$	11,057.80
Paint						
1524 sq ft unit	6	unit	$	4,376.00	$	26,256.00
1729 sq ft unit	6	unit	$	4,659.00	$	27,954.00
Penthouse	2	unit	$	6,585.00	$	13,170.00
Cabinets and appliances						
Kitchen high end, 1524	6	unit	$	7,975.00	$	47,850.00
Kitchen high end, 1729	6	unit	$	7,975.00	$	47,850.00
Kitchen high end,Penthouse	2	unit	$	11,495.00	$	22,990.00
Kitchen counter tops, 1524	6	ea	$	4,840.00	$	29,040.00
Kitchen counter tops, 1729	6	ea	$	4,840.00	$	29,040.00
Kitchen counter tops, Penthouse	2	ea	$	6,765.00	$	13,530.00
High end backsplashes, 1524	6	ea	$	2,178.00	$	13,068.00
High end backsplashes, 1729	6	ea	$	2,178.00	$	13,068.00
High end backsplashes, Penthouse	2	ea	$	2,673.00	$	5,346.00
VANITY, 1524	6	unit	$	1,950.00	$	11,700.00

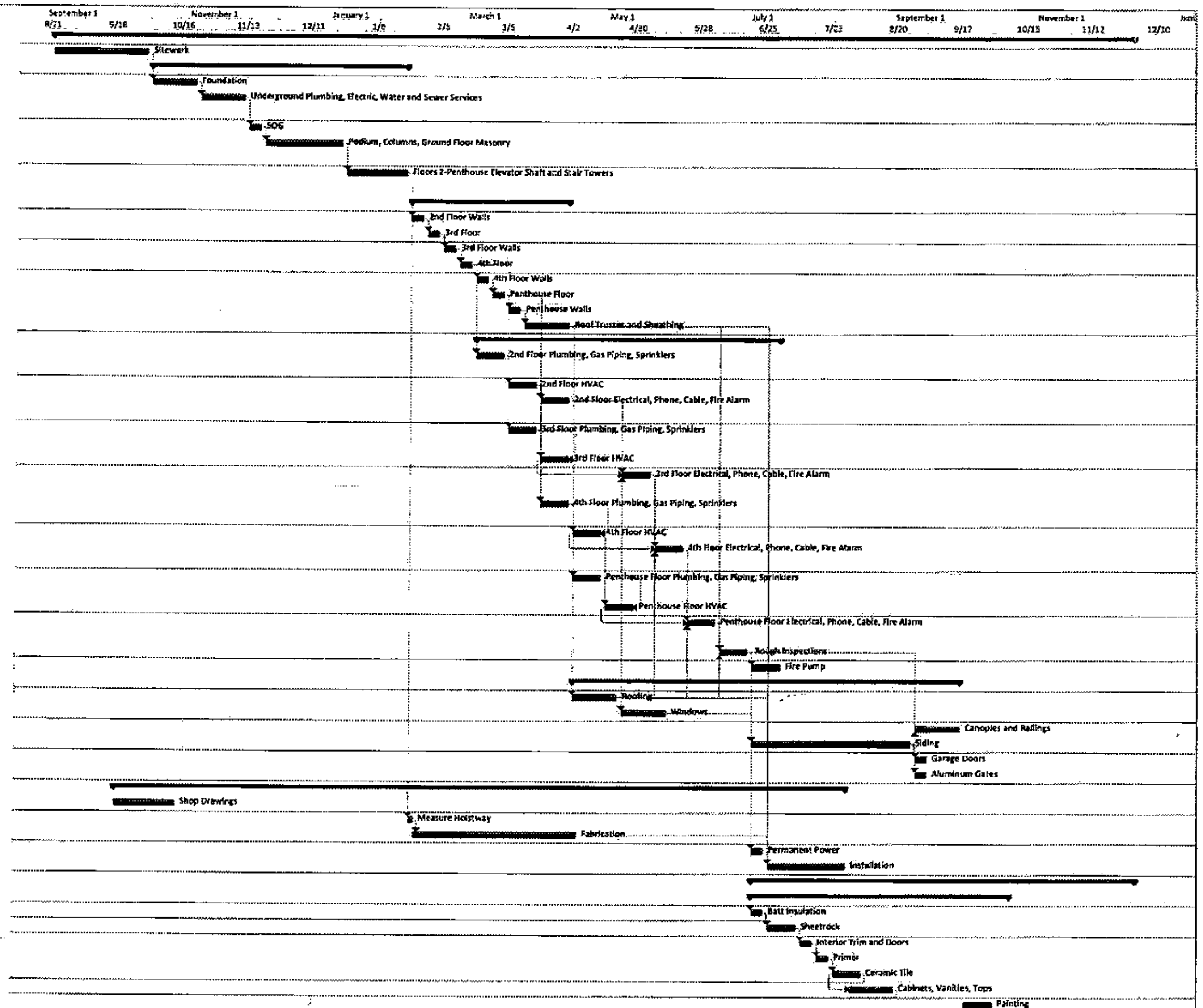
VANITY, 1729	6	unit	$	1,950.00	$	11,700.00
VANITY, PENTHOUSE	2	unit	$	2,730.00	$	5,460.00
VANITY TOP, 1524	6	unit	$	2,600.00	$	15,600.00
VANITY TOP, 1729	6	unit	$	2,600.00	$	15,600.00
VANITY TOP, PENTHOUSE	2	unit	$	3,640.00	$	7,280.00
Appliances, list						
Refrigerator	14	ea	$	3,900.00	$	54,600.00
Dishwasher	14	ea	$	1,950.00	$	27,300.00
Stove/Oven	14	ea	$	2,600.00	$	36,400.00
Microwave?		ea	$	780.00		
Washer	14	ea	$	1,040.00	$	14,560.00
Dryer	14	ea	$	910.00	$	12,740.00
Bathroom floors and shower marble						
CT-1524	6	units	$	9,318.40	$	55,910.40
CT-1729	6	units	$	15,600.00	$	93,600.00
CT-Penthouse	2	units	$	18,740.80	$	37,481.60
SHOWER ENC-1524	6	ea	$	1,300.00	$	7,800.00
SHOWER ENC-1729	6	ea	$	1,300.00	$	7,800.00
SHOWER ENC-Penthouse	2	ea	$	1,300.00	$	2,600.00
MARBLE SHOWER BASE - 1524	108	sf	$	65.00	$	7,020.00
MARBLE SHOWER BASE - 1729	84	sf	$	65.00	$	5,460.00
MARBLE SHOWER BASE - Penthouse	24	sf	$	65.00	$	1,560.00
Elevator, 5 stops 2500 lbs	1	ea	$	203,500.00	$	203,500.00
Mirrors/Toilet accessories	30	baths	$	650.00	$	19,500.00
Hardware (high end)						
Misc Trim	14	units	$	650.00	$	9,100.00
Plumbing fixtures (list)						

HALLWAYS AND STAIRWELLS								
Sheetrock	18,140	sf	$	1.89	$	34,193.90		
Paint	1	ls	$	13,585.00	$	13,585.00		
Wooden stairs, 4 flights	8	flgihts	$	4,550.00	$	36,400.00		
Railings,								
Balastrade	192	lf	$	143.00	$	27,456.00		
Wall	144	lf	$	52.00	$	7,488.00		
Interior trim Common, material	1	ls	$	2,242.50	$	2,242.50		
Interior trim Common, labor	1	ls	$	3,364.40	$	3,364.40		
Common area floor covering	1,988	sf	$	5.20	$	10,337.60		
Misc metal allowances, elev ladder, roof ladder	1	ls	$	55,000.00	$	55,000.00		
GENERAL CONDITIONS								
Temporary Power					$	15,600.00		
Dumpsters					$	27,000.00		
Laborers					$	52,598.00		
TOTAL					**$**	**7,618,600.07**	$	1.41

EXHIBIT E

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

ID	Task Name	Duration	Start	Finish	Predecessors
1	202-204 7th Avenue, Asbury Park	333 days	Mon 9/5/22	Wed 12/13/23	
2	Sitework	6 wks	Mon 9/5/22	Fri 10/14/22	
3	Foundation and Stairs	80 days	Mon 10/17/22	Fri 2/3/23	
4	Foundation	3 wks	Mon 10/17/22	Fri 11/4/22	2
5	Underground Plumbing, Electric, Water and Sewer Services	3 wks	Mon 11/7/22	Fri 11/25/22	4
6	SOG	1 wk	Mon 11/28/22	Fri 12/2/22	5
7	Podium, Columns, Ground Floor Masonry	5 wks	Mon 12/5/22	Fri 1/6/23	6
8	Floors 2-Penthouse Elevator Shaft and Stair Towers	4 wks	Mon 1/9/23	Fri 2/3/23	7
9	Framing	50 days	Mon 2/6/23	Fri 4/14/23	
10	2nd Floor Walls	1 wk	Mon 2/6/23	Fri 2/10/23	8
11	3rd Floor	1 wk	Mon 2/13/23	Fri 2/17/23	10
12	3rd Floor Walls	1 wk	Mon 2/20/23	Fri 2/24/23	11
13	4th Floor	1 wk	Mon 2/27/23	Fri 3/3/23	12
14	4th Floor Walls	1 wk	Mon 3/6/23	Fri 3/10/23	13
15	Penthouse Floor	1 wk	Mon 3/13/23	Fri 3/17/23	14
16	Penthouse Walls	1 wk	Mon 3/20/23	Fri 3/24/23	15
17	Roof Trusses and Sheathing	3 wks	Mon 3/27/23	Fri 4/14/23	16
18	MEP Roughs	95 days	Mon 3/6/23	Fri 7/14/23	
19	2nd Floor Plumbing, Gas Piping, Sprinklers	2 wks	Mon 3/6/23	Fri 3/17/23	13
20	2nd Floor HVAC	2 wks	Mon 3/20/23	Fri 3/31/23	19
21	2nd Floor Electrical, Phone, Cable, Fire Alarm	2 wks	Mon 4/3/23	Fri 4/14/23	20
22	3rd Floor Plumbing, Gas Piping, Sprinklers	2 wks	Mon 3/20/23	Fri 3/31/23	13,19
23	3rd Floor HVAC	2 wks	Mon 4/3/23	Fri 4/14/23	22FF+1 wk,20
24	3rd Floor Electrical, Phone, Cable, Fire Alarm	2 wks	Mon 5/8/23	Fri 5/19/23	23SS+1 wk,34,21
25	4th Floor Plumbing, Gas Piping, Sprinklers	2 wks	Mon 4/3/23	Fri 4/14/23	22,15
26	4th Floor HVAC	2 wks	Mon 4/17/23	Fri 4/28/23	25FF+1 wk,23
27	4th Floor Electrical, Phone, Cable, Fire Alarm	2 wks	Mon 5/22/23	Fri 6/2/23	26SS+1 wk,24,34
28	Penthouse Floor Plumbing, Gas Piping, Sprinklers	2 wks	Mon 4/17/23	Fri 4/28/23	25,17
29	Penthouse Floor HVAC	2 wks	Mon 5/1/23	Fri 5/12/23	28FF+1 wk,26
30	Penthouse Floor Electrical, Phone, Cable, Fire Alarm	2 wks	Mon 6/5/23	Fri 6/16/23	29SS+1 wk,27,34
31	Rough Inspections	2 wks	Mon 6/19/23	Fri 6/30/23	30,17,34
32	Fire Pump	2 wks	Mon 7/3/23	Fri 7/14/23	31
33	Exterior	120 days	Mon 4/17/23	Fri 9/29/23	
34	Roofing	3 wks	Mon 4/17/23	Fri 5/5/23	17
35	Windows	3 wks	Mon 5/8/23	Fri 5/26/23	34
36	Canopies and Railings	3 wks	Mon 9/11/23	Fri 9/29/23	37
37	Siding	10 wks	Mon 7/3/23	Fri 9/8/23	35,31
38	Garage Doors	1 wk	Mon 9/11/23	Fri 9/15/23	37
39	Aluminum Gates	1 wk	Mon 9/11/23	Fri 9/15/23	37,31
40	Elevator	225 days	Mon 10/3/22	Fri 8/11/23	
41	Shop Drawings	4 wks	Mon 10/3/22	Fri 10/28/22	
42	Measure Hoistway	2 days	Mon 2/6/23	Tue 2/7/23	8
43	Fabrication	10 wks	Wed 2/8/23	Tue 4/18/23	42
44	Permanent Power	1 wk	Mon 7/3/23	Fri 7/7/23	31
45	Installation	5 wks	Mon 7/10/23	Fri 8/11/23	43,17,34,44
46	Finishes	118 days	Mon 7/3/23	Wed 12/13/23	
47	2nd Floor Finishes	80 days	Mon 7/3/23	Fri 10/20/23	
48	Batt Insulation	1 wk	Mon 7/3/23	Fri 7/7/23	31
49	Sheetrock	2 wks	Mon 7/10/23	Fri 7/21/23	48
50	Interior Trim and Doors	1 wk	Mon 7/24/23	Fri 7/28/23	49
51	Primer	1 wk	Mon 7/31/23	Fri 8/4/23	50
52	Ceramic Tile	2 wks	Mon 8/7/23	Fri 8/18/23	51
53	Cabinets, Vanities, Tops	3 wks	Mon 8/14/23	Fri 9/1/23	52SS+1 wk
54	Painting	2 wks	Mon 10/2/23	Fri 10/13/23	60

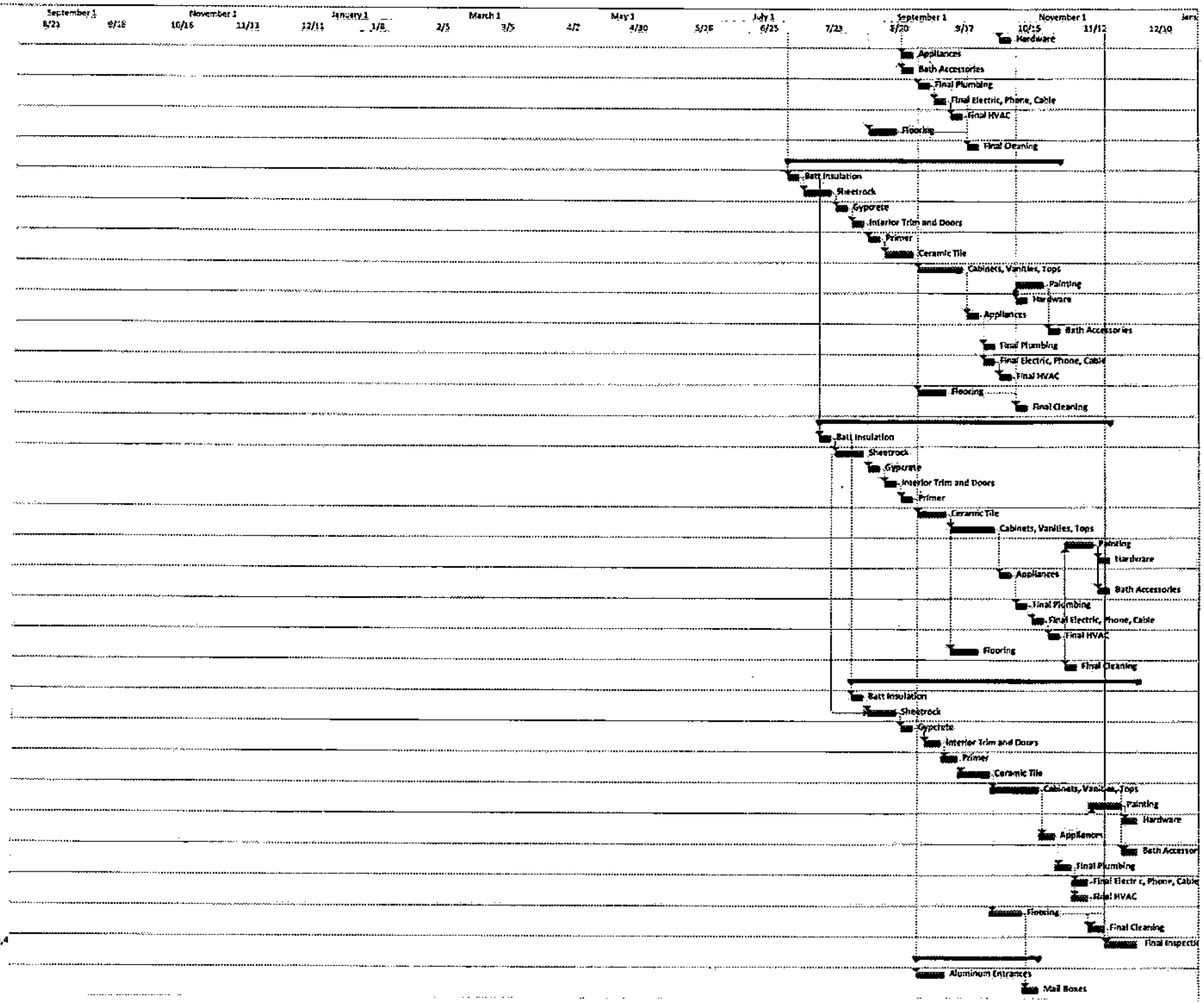


Project: ADVENTURE CROSSING
Date: Fri 4/15/22

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress

Page 1

ID	Task Name	Duration	Start	Finish	Predecessors
55	Hardware	1 wk	Mon 10/16/23	Fri 10/20/23	54
56	Appliances	1 wk	Mon 9/4/23	Fri 9/8/23	53
57	Bath Accessories	1 wk	Mon 9/4/23	Fri 9/8/23	53
58	Final Plumbing	1 wk	Mon 9/11/23	Fri 9/15/23	56
59	Final Electric, Phone, Cable	1 wk	Mon 9/18/23	Fri 9/22/23	58
60	Final HVAC	1 wk	Mon 9/25/23	Fri 9/29/23	59
61	Flooring	2 wks	Mon 8/21/23	Fri 9/1/23	52
62	Final Cleaning	1 wk	Mon 10/2/23	Fri 10/6/23	61,60
63	3rd Floor Finishes	85 days	Mon 7/17/23	Fri 11/10/23	
64	Batt Insulation	1 wk	Mon 7/17/23	Fri 7/21/23	48FS+1 wk
65	Sheetrock	2 wks	Mon 7/24/23	Fri 8/4/23	64
66	Gypcrete	1 wk	Mon 8/7/23	Fri 8/11/23	65
67	Interior Trim and Doors	1 wk	Mon 8/14/23	Fri 8/18/23	66
68	Primer	1 wk	Mon 8/21/23	Fri 8/25/23	67
69	Ceramic Tile	2 wks	Mon 8/28/23	Fri 9/8/23	68
70	Cabinets, Vanities, Tops	3 wks	Mon 9/11/23	Fri 9/29/23	69
71	Painting	2 wks	Mon 10/23/23	Fri 11/3/23	77
72	Hardware	1 wk	Mon 10/23/23	Fri 10/27/23	55
73	Appliances	1 wk	Mon 10/2/23	Fri 10/6/23	70
74	Bath Accessories	1 wk	Mon 11/6/23	Fri 11/10/23	71
75	Final Plumbing	1 wk	Mon 10/9/23	Fri 10/13/23	73
76	Final Electric, Phone, Cable	1 wk	Mon 10/9/23	Fri 10/13/23	73
77	Final HVAC	1 wk	Mon 10/16/23	Fri 10/20/23	76
78	Flooring	2 wks	Mon 9/11/23	Fri 9/22/23	69
79	Final Cleaning	1 wk	Mon 10/23/23	Fri 10/27/23	78,77
80	4th Floor Finishes	90 days	Mon 7/31/23	Fri 12/1/23	
81	Batt Insulation	1 wk	Mon 7/31/23	Fri 8/4/23	64FS+1 wk
82	Sheetrock	2 wks	Mon 8/7/23	Fri 8/18/23	81
83	Gypcrete	1 wk	Mon 8/21/23	Fri 8/25/23	82
84	Interior Trim and Doors	1 wk	Mon 8/28/23	Fri 9/1/23	83
85	Primer	1 wk	Mon 9/4/23	Fri 9/8/23	84
86	Ceramic Tile	2 wks	Mon 9/11/23	Fri 9/22/23	85
87	Cabinets, Vanities, Tops	3 wks	Mon 9/25/23	Fri 10/13/23	86
88	Painting	2 wks	Mon 11/13/23	Fri 11/24/23	94
89	Hardware	1 wk	Mon 11/27/23	Fri 12/1/23	88
90	Appliances	1 wk	Mon 10/16/23	Fri 10/20/23	87
91	Bath Accessories	1 wk	Mon 11/27/23	Fri 12/1/23	88
92	Final Plumbing	1 wk	Mon 10/23/23	Fri 10/27/23	90
93	Final Electric, Phone, Cable	1 wk	Mon 10/30/23	Fri 11/3/23	92
94	Final HVAC	1 wk	Mon 11/6/23	Fri 11/10/23	93
95	Flooring	2 wks	Mon 9/25/23	Fri 10/6/23	86
96	Final Cleaning	1 wk	Mon 11/13/23	Fri 11/17/23	94
97	Penthouse Floor Finishes	88 days	Mon 8/14/23	Wed 12/13/23	
98	Batt Insulation	1 wk	Mon 8/14/23	Fri 8/18/23	81FS+1 wk
99	Sheetrock	2 wks	Mon 8/21/23	Fri 9/1/23	98,82SS+2 wks
100	Gypcrete	1 wk	Mon 9/4/23	Fri 9/8/23	99
101	Interior Trim and Doors	1 wk	Thu 9/14/23	Wed 9/20/23	100FS+3 days
102	Primer	1 wk	Thu 9/21/23	Wed 9/27/23	101
103	Ceramic Tile	2 wks	Thu 9/28/23	Wed 10/11/23	102
104	Cabinets, Vanities, Tops	3 wks	Thu 10/12/23	Wed 11/1/23	103
105	Painting	2 wks	Thu 11/23/23	Wed 12/6/23	111
106	Hardware	1 wk	Thu 12/7/23	Wed 12/13/23	105
107	Appliances	1 wk	Thu 11/2/23	Wed 11/8/23	104
108	Bath Accessories	1 wk	Thu 12/7/23	Wed 12/13/23	104,105
109	Final Plumbing	1 wk	Thu 11/9/23	Wed 11/15/23	107
110	Final Electric, Phone, Cable	1 wk	Thu 11/16/23	Wed 11/22/23	109
111	Final HVAC	1 wk	Thu 11/16/23	Wed 11/22/23	109
112	Flooring	2 wks	Thu 10/12/23	Wed 10/25/23	103
113	Final Cleaning	1 wk	Thu 11/23/23	Wed 11/29/23	112,111
114	Final Inspections	2 wks	Thu 11/30/23	Wed 12/13/23	111,109,110,112,113,4
115	Common Area Finishes	38 days	Mon 9/11/23	Wed 11/1/23	
116	Aluminum Entrances	2 wks	Mon 9/11/23	Fri 9/22/23	37
117	Mail Boxes	1 wk	Thu 10/26/23	Wed 11/1/23	112



Project: ADVENTURE CROSSING
Date: Fri 4/15/22

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress

Page 2

Roger Mumford Homes

August 9, 2022

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712

RE: Statement of Qualifications and funding 202/204 7th Avenue

Dear Ms. Alonso,

My firm, ***Roger Mumford Homes,*** along with affiliate entities that I own or control have developed over 1.5 billion in new housing projects in New Jersey, including numerous major redevelopment projects. Furthermore, my firm has received over 50 industry awards and has built over 3,500 homes in 75 communities throughout New Jersey and New York. As part of my 30 year track record, 100% of all projects were completed.

The 202/204 7th Avenue project will be financed by a line of credit up to $11,000,000 from Manasquan Savings Bank. In addition to the institutional financing the partners will contribute in excess of $3,000,000, as part of the capital structure.

We have enclosed for your review a financial commitment from our lender Manasquan Savings Bank, which documents our financial ability to complete the project and our credit worthiness. Please let me know if you have any additional questions.

Yours truly,

Roger Mumford
President
Cc: Shawn Braitling

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

MANASQUAN BANK
est. 1874

2221 Landmark Place
Wall Township, NJ 08736
P: (732) 223-4450
F: (732) 223-2820

August 1, 2022

202/204 7TH Avenue Urban Renewal, LLC
Attn: Patrick Fasano and Roger Mumford
247 Bridge Avenue
Red Bank, NJ 07701

Re: Loan Commitment

Dear Messrs. Fasano and Mumford:

We are pleased to inform you that Manasquan Bank ("Lender") has approved your loan request, subject to the following terms and conditions which you have requested:

Borrower: 202/204 7TH Avenue Urban Renewal, LLC (the "Borrower").

Guarantors: Patrick Fasano and Roger Mumford(collectively, the "Guarantor(s)"), who will each jointly, severally and unconditionally guaranty repayment of the Loan and the performance by the Borrower under the terms and conditions of the Loan Documents.

Loan: A Builder's Line of Credit in the maximum amount of Eleven Million and 00/100 Dollars ($11,000,000.00), but in no event more than seventy-five percent (75%) of the appraised value of the Mortgaged Property, as determined by an appraisal meeting the appraisal requirements of Lender.

Purpose: The Loan proceeds will be used to construct a five (5) story, fourteen (14) unit condominium building on the Mortgaged Property in accordance with the Loan Documents, budget and schedules provided by the Borrower (the "Project").

Collateral: A first mortgage lien in the amount of the Loan on the property located at 202-204 7th Avenue, City of Asbury Park, County of Monmouth, State of New Jersey (the "Mortgaged Property"); Security Agreement and UCC-1 Financing Statements covering all of Borrower's plans and specs relating to the renovations being performed on the Mortgaged Property; Assignment of Contracts, Leases and Rents; as well as any other security documents deemed necessary by Lender's counsel.

Term: Twenty-four (24) months.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

ANNUAL SERVICE CHARGE PROJECTION

In accordance with Section 4.1(a) of the Financial Agreement, the aggregate Annual Service Charge for all Units, for the period after Substantial Completion and prior to the closing of a Unit, is $103,451.54, computed as follows:

The greater of (i) $16,506.26 (i.e., the Minimum Annual Service Charge) or (ii) $103,451.54, being $13,430,000 (the aggregate Sales Price for all Units) multiplied by .9406 (the Tax Ratio) multiplied by $0.778 (the Municipal Purposes Tax Rate) divided by 100 multiplied by 1.052631579 (the County Share Constant). It is assumed that each Unit will be sold at the Sales Price therefor.

In accordance with Section 4.1(c)(b) of the Financial Agreement, the aggregate Annual Service Charge for all Units is assumed to increase each year by the amount of the Municipal Increase. Historic data indicates annual reductions in the Municipal Purposes Tax Rate in all but one of the past nine years, so there is no historical basis for a positive Municipal Increase. Nonetheless, for purposes of this projection it is assumed that the annual Municipal Increase will be 2%. Based on this assumption, the projected Annual Service Charge for each of the 30 years of the proposed tax abatement has been computed as follows:

Year	Total ASC	Year	Total ASC	Year	Total ASC
1	$103,451.54	11	$126,106.26	21	$153,723.55
2	105,520.58	12	128,628.99	22	156,798.02
3	107,630.99	13	131,201.57	23	159,933.98
4	109,783.61	14	133,825.60	24	163,132.66
5	111,979.28	15	136,502.12	25	166,395.32
6	114,218.86	16	139,232.16	26	169,723.22
7	116,503.24	17	142,016.80	27	173,117.69
8	118,833.21	18	144,857.14	28	176,580.04
9	121,209.97	19	147,754.28	29	180,111.64
10	123,634.17	20	150,709.37	30	183,713.88

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Record and Return To:
James G. Fearon, Esq.
GluckWalrath LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728

Re: 202/204 7th AVENUE PROJECT
Asbury Park, New Jersey
(Block 4201, Lots 3 & 4)

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on ____________, 2022 by and between 202/204 7th Avenue Urban Renewal, LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (the "Tax Exemption Law") having its principal office at 1005 Main Street, 2nd Floor, Asbury Park, New Jersey 07712,, hereinafter designated as the "Entity", and the City of Asbury Park, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS

WITNESSETH

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal project located at Block 4201, Lots 3 and 4 on the Official Tax Maps of the City of Asbury Park. The project consists of the development of a 5-story, 14-unit condominium building with ground floor parking garage and rooftop deck, together with related vertical improvements and related site improvements (hereinafter called the "Project"), and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project upon the terms and conditions hereinafter set forth, and

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

WHEREAS, the Project will be developed in a redevelopment area of the City pursuant to the City's Waterfront Redevelopment Plan, as amended, which was adopted and amended pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et. seq. (being sometimes herein referred to as the "Tax Exemption Law", the "Law" or the "Governing Law"). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto in granting the tax exemption provided in this Agreement

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

i. Administrative Fee - The annual fee paid to the City by Condominium Unit Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference. The City acknowledges that this foregoing Section 1.2(iii) is not applicable to the for-sale Project to be constructed by the Entity.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of conventional taxation on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e. PILOT) is equivalent to the Unpledged Portion of the Special Assessment under the Special Assessment Agreement executed contemporaneously with this Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared and its contents certified by a certified public accountant who is licensed to practice that profession in and by the State of New Jersey. The City acknowledges that this foregoing Section 1.2(viii) is not applicable to the for-sale Project to be constructed by the Entity.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a condominium which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party within applicable notice and cure periods provided in this Agreement.

xvi. Entity - The Parties agree that reference to the term "Entity" as used in this Agreement shall initially mean the Applicant and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xviii. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xix. Land – The raw, unimproved land comprising the Property (defined below) exclusive of any improvements which may hereinafter be constructed thereon.

xx. Land Taxes - The amount of taxes assessed on the value of the Land pursuant

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

to N.J.S.A. 54:4-1 et seq.

xxi. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiii. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total real property taxes levied against the Land in the last full year in which the Land was subject to conventional taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional taxation.

xxiv. Intentionally Omitted.

xxv. Municipal Increase – In any given year shall mean the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvi. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxvii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxviii. Project - The Property (defined below), housing units and related improvements thereon, which are the subject of and described in this Agreement and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain 14 residential housing Units

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

N.J.S.A.46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to

be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City or improvements located within the public rights-of-way.

xxix. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxx. Property – The real property located in the City of Asbury Park and identified on the official tax map of the City as Block 4201, Lots 3 and 4, including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxi. Sales Price – If unsold shall mean

Unit	Designation	Sales Price	Number
Rear of Floors 2-4	1,524 sq. ft.	$845,000	6
Front of Floors 2-4	1,729 sq. ft.	$945,000	6
Rear Penthouse, Flr. 5	2,573 sq. ft.	$1,295,000	1
Front Penthouse, Flr. 5	2,718 sq. ft.	$1,395,000	1

The foregoing are the average base sales prices set forth in the Application but only to the transfer to a bona fide purchaser; upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales process set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxii. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

xxxiii. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxiv. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

xxxv. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxvi. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law is anticipated to be approximately $ 13,430,000 .

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City, result in new public infrastructure and creating employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the market place and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

calculation of Annual Gross Revenue and from Net Profit as defined in the Governing Law and this Agreement any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess net profits to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of the Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of those excess net profits as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15.

The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to that certain Subsequent Developer Agreement executed between the City, Master Developer and the Entity executed on or about March 29, 2021, as amended and restated on [______________], and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 et seq. Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

A. Relative Benefits of the project when compared to the costs:

i The current real estate taxes on the Land, generate revenue of less than approximately $16,506.26per annum.

ii The Annual Service Charge will provide annual net revenue to the City of

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

approximately $103,717.49.

iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional taxation had remained in effect with respect to the Property.

B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:

i Without the exemption, the Project is not financially viable;

ii The exemption permits better use of land and the construction of needed ratables; and

iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.

C. By the adoption of Ordinance No._________on____________, 20 attached to this Agreement, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement. The execution of this Agreement was also authorized by the Director of Local Government Services on__________________pursuant to that certain Memorandum of Agreement by and between the City and the Division of Local Government Services.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each successor Condominium Unit Owner, as applicable, shall make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate divided by 100 multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate divided by 100 (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the first day of the month following the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the City shall remit five (5%) percent of the Annual Service Charge received by it in the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described a Section 8.2 hereof, shall constitute as an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 19.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds.

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment"). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional taxes that would have been due on each Unit had conventional taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds prior to the Term of this

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval, may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no requirement will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of the within Agreement, other than a payment default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize the New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties an shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting an arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts, and shall not be

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

limited in any way due to the origin of the action in arbitration.

In the event of a default in payment of the Annual Service Charge as defined in Article IV, above, the City, among its other remedies, reserves the right to proceed against the Entity's Property, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above-referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of certificates of occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Financial Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under this Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit an auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the City's Chief Financial Officer and the City Clerk, and the Director of the New Jersey Division of Local Government Services. The auditor's report shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Annual Gross Revenue data, Net Profits, excess profits, sales date, sales price of each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of $100.00 per day for each day after the 90th day that such report is not filed.

The City acknowledges that this foregoing Section 7.2 is not applicable to the for-sale Project to be constructed by the Entity.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold, all relevant data regarding such sale, including date, consideration, all recorded closing documents (such as deed and affidavit of consideration), shall be submitted to the City Clerk & Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE FEE

Section 8.1 Application Fee

The Entity has paid to the City $2,074.35, representing two percent (2%) of the

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other Project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this Agreement to an assignee, the

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e. Aside from notice of the change in ownership structure, no further consent by the City shall be required for change in the ownership structure of the Entity.

Notwithstanding the requirement of the consent of the City pursuant to the above paragraph in Section 10.1, the Entity is expressly authorized, with notice but without further written consent by the City or further financial approvals, to have its sole member, Patrick Fasano ("Fasano"), transfer 100% of the Entity to Asbury Park, LLC, a New Jersey limited liability company (the "Venture"), which Venture shall be owned 40% by Fasano and 60% by Roger Mumford Homes, LLC. All documents necessary for the completion of the Project, including the approved Subsequent Developer Agreement, Final Site Plan, Financial Agreement, and Special Assessment Agreement shall automatically transfer to the Joint Venture likewise without further consent by the City but solely with appropriate notice by the Entity.

Section 10.2 Deeds Recital

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement, and (b) that this Agreement runs with the land for the duration of this Agreement and that by accepting this deed, the grantee acknowledges it has received from the Entity a true copy of the aforementioned Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et. seq. as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 et. seq., as currently amended and supplemented with respect to Units in the Project which are owned and not sold by the Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by either Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by either the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either party to the other shall be sent by a

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to 1005 Main Street, 2nd Floor, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI - CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of the within Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto to which intervention of the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Default

"Default" shall be the failure of the Entity or a Condominium Unit Owner to perform its obligations under this Agreement after notice and within applicable cure periods provided in this Agreement.

Section 19.2 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said default. Said notice shall set forth with particularity the basis of the alleged default. The defaulting party shall have 90 days to cure any default, except for a payment default, which the defaulting party shall have 10 days to cure. If any non-payment default cannot be cured within the cure period then, provided that diligent cure efforts are being prosecuted, the period for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law.

Section 19.3 Remedies Upon Default

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

The City shall, among its other remedies, have the right to proceed against the real property which is the subject of the default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default.

Section 19.4 Force Majeure

The following shall constitute "Force Majeure Events": an enforced delay in the performance of obligations of a party to this Agreement arising from causes beyond that party's reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes. To the extent permitted by law, notwithstanding any contrary term or provision of this Agreement, other than a payment default, neither Party shall be liable to the other for failure to perform its obligations under this Agreement for causes beyond the control of the Party whose performance is required.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such default or breach within the time period provided in Section 19.2, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The termination date of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made thereto shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The Parties agree that in the event of a conflict between the Application, and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, that certain Subsequent Developer Agreement by and between the Parties and the Master Developer, dated March 29, 2021 as amended and restated on [

], and that certain Special Assessment Agreement by and between the Parties to be executed and delivered contemporaneously with this Agreement, constitute the entire Agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing, of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that it will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale) the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profits of the Entity.

Section 21.8 Payment of Other Fees for Municipal Services

To the extent that the City collects fees from property owners for the provision of certain

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that create a lien on parity with or superior to the lien for the land taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a Default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore this Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the Termination Date. Further, upon the adoption of this Agreement, the Ordinance shall be

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall be identified with reasonable detail and also state the manner in which such default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1 Exhibit 1 - The Application.

2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.

3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

202/204 7th AVENUE URBAN RENEWAL, LLC

____
Name: Patrick Fasano
Sole Member

THE CITY OF ASBURY PARK

____
John Moor, Mayor

[SEAL]

ATTEST:

____
Melody Hartsgrove, RMC, City Clerk

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on_______________, 20___, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
(c) executed the instrument as the act of the City of Asbury Park.

____
Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on_______________, 20___, Patrick Fasano personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as authorized officer of__________; and
(c) executed the instrument as the act of____________.

____
Notary Public

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT 1

The Application

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT 2

Ordinance

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT 3

Certificates of the Entity

(TO BE PROVIDED)

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Record and return to:

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

Special Assessment Agreement

By and Among

The City of Asbury Park

and

202/204 7th Avenue Urban Renewal, LLC (the "Entity")

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter "**Agreement**"), made this _____ day of _____________, 2022, by and between **202/204 7th Avenue Urban Renewal, LLC** (f/k/a 202 Seventh Avenue LLC) (the "**Entity**"), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the "**City**", and together with the Entity, the "**Parties**").

WITNESSETH:

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

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

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

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "**Redevelopment Plan**") with respect to the "**Asbury Park Waterfront Redevelopment Area**," as defined in the Redevelopment Plan, and consisting of the "**Prime Renewal Area**" and the "**Boardwalk Area**", as such terms are also defined therein (collectively, the "**Waterfront Redevelopment Area**");

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

WHEREAS, the City and Asbury Partners, LLC (the "**Master Developer**") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the "**Redeveloper Agreement**");

WHEREAS, as a result of the world-wide financial issues (the "**Financial Crisis**") occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

WHEREAS, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator's award (the "**Arbitrator's Award**") that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

WHEREAS, in order to comply with the spirit of the Arbitrator's Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the "**RAB Law**");

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the "**Infrastructure Improvements**") within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the "**Infrastructure Redevelopment Project**") to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the "**Local Improvements Law**") for which a Special Assessment (as defined herein) may be imposed;

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the "**Housing Improvements**") within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the "**Housing Redevelopment Project**") to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

WHEREAS, pursuant to the "Long Term Tax Exemption Law," constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the "**Long Term Tax Exemption Law**"), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes ("**PILOT**") with respect to property owned by the urban renewal entity in a redevelopment area;

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement with the City executed on March 29, 2021 (the "**Subsequent Developer Agreement**");

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the City and the Entity are proposing to enter into a financial agreement to be executed contemporaneously herewith governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the "**Financial Agreement**");

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds ("**RABs**") to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the "**Special Assessment**") on certain property within an area in need of redevelopment;

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the "**Project Finance Agreement**"), the City intends to issue RABs pursuant to the RAB Law;

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled "An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof", as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Ordinance**") and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

NOW, THEREFORE, in consideration of one dollar ($1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I.
GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN "**OWNER**") SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 4201, Lots 3 & 4, upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the demolition of an existing commercial building and the development of a five-story building containing 14 condominium units, a parking garage with 23 spaces, and a rooftop deck, to be known as "The Lofts at 7th Avenue", to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, a certain Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

ARTICLE II.
DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

ARTICLE III.
SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the "**Principal Amount**"); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a "**Special Assessment Deficiency Amount**", as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the "**Master Agreement**"), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated "Base Price" shown on Exhibit C at the issuance of the RABs, examples of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the "Base Price" are attached hereto as Exhibit C.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurate, unnecessary, or in excess of what should have been paid for that Unit, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

(c) The Unpledged Portion of the Special Assessment shall be allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to the Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

SECTION 3.02 <u>Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest</u>

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the delinquent installments of the Unpledged Portion of the Special Assessment.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.
MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement.

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordination to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V.
DEFAULT

SECTION 5.01 Default - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a "**Default**"). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises,

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

without any implication of Default against any other Owner or property.

SECTION 5.02 Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land to which the Default applies owned by the Owner or Unit Purchaser, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI.
NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

<u>If to the City</u>:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

<u>with a copy to</u>:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

<u>If to the Entity</u>:

202/204 7th Avenue Urban Renewal LLC
1005 Main Street, 2nd Floor
Asbury Park, New Jersey 07712
Attn: Patrick Fasano

<u>with a copy to</u>:

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

<u>If to any other Owner</u>:

The notice shall be directed to the Owner's address
as set forth in the property tax records of the City.

ARTICLE VII.
<u>MISCELLANEOUS</u>

SECTION 7.01 <u>Recording</u> — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 <u>Counterparts</u> - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

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[SIGNATURES ON THE FOLLOWING PAGES]

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

202/204 7th Avenue Urban Renewal, LLC

By:______________________________

Name: Patrick Fasano

Title: Sole Member

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on __________, 2022, Patrick Fasano personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as authorized officer of 202/204 7th Avenue Urban Renewal, LLC and
(c) executed the instrument as the act of 202/204 7th Avenue Urban Renewal, LLC

____
Notary Public

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

CITY OF ASBURY PARK

____
By: John Moor, Mayor

[SEAL]
ATTEST:

____
Melody Hartsgrove, Deputy City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on __________, 2022, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
(c) executed the instrument as the act of the City of Asbury Park.

____
Notary Public

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT A

INFRASTRUCTURE IMPROVEMENTS

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT B

CALCULATION OF SPECIAL ASSESSMENT, PLEDGED AND UNPLEDGED PORTIONS

Special Assessments for each Unit shall be calculated as follows:

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit Location	Unit Description	Sales Price	Number
Rear of Floors 2-4	1,524 sq. ft.	$ 845,000.00	6
Front of Floors 2-4	1,729 sq. ft.	$ 945,000.00	6
Rear Penthouse (Fl. 5)	2,573 sq. ft.	$1,295,000.00	1
Front Penthouse (Fl. 5)	2,718 sq. ft	$1,395,000.00	1

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Example:

If:
Sales Price = $450,000
Total Tax Rate = $5.546 Municipal Tax Rate = $2.970 Tax Ratio = 32.58%
PILOT = $4,583.49 ($450,000 * 32.58% *$2.970/100 * 1.052631579)

Then:
Special Assessment = $450,000 * 32.58% * $5.546/100 = $8,130.99

Time for Calculation: The Special Assessment shall be calculated at the time of initial issuance of the RABs, and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser.

Pledged Portion of the Special Assessments shall be calculated as follows:

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If
Sales Price = $450,000
Total Tax Rate = $5.546 Municipal Tax Rate = $2.970 Tax Ratio = 32.58%
PILOT = $4,583.49

Then:
Pledged Portion of the Special Assessment = $8,130.99 - $4,583.49 = $3,547.50

Unpledged Portion of the Special Assessments shall be calculated as follows:

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

EXHIBIT C
ASSUMPTIONS

Attachment: FINAL Application for PILOT (347847x9DC53) (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban

Exhibit 2

The Ordinance

Attachment: Exhibit 2 Ordinance cover sheet (2023-7 : Execution of a Financial Agreement with 202/204 7th Avenue Urban Renewal, LLC. Block

EXHIBIT 3

Certificates of the Entity

L-102 NJSA 42 (2/94)

CGN

FILED

AUG 26 2020

STATE TREASURER

0600401019

New Jersey Division of Revenue

Certificate of Amendment

Limited Liability Company

This form may be used to amend a Certificate of Formation of a Limited Liability Company on file with the Department of the Treasury. Applicants must insure strict compliance with NJSA 42, the New Jersey Limited Liability Act, and insure that all applicable filing requirements are met.

1. Name of Limited Liability Company:
   202 Seventh Avenue LLC
2. Identification Number:
   0600401019
3. New LLC Name (if applicable):
   202/204 7th Avenue Urban Renewal, LLC
4. Effective Date:
5. The Certificate of Formation is amended as follows (provide attachments if needed):
   The name of the limited liability company shall be amended from "202 Seventh Avenue LLC" to "202/204 7th Avenue Urban Renewal, LLC." Use of the "urban renewal" designation approved by the New Jersey Department of Community Affairs is attached.

The undersigned represent(s) that this filing complies with State law as detailed in NJSA 42 and that they are authorized to sign this form behalf of the Limited Liability Company.

Signature:

Name: Patrick J. Fasano

Date:

NJ Division of Revenue, PO Box 308, Trenton, NJ 08646

CERTIFICATE OF AMENDMENT ADDENDUM
202/204 7th AVENUE URBAN RENEWAL, LLC
(the "Company")

(i) The purpose for which the Company has been formed is to operate under P.L. 1991, c.431 (C. 40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the City of Asbury Park, New Jersey (the "City"), to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c.431 (C. 40A:20-1 et seq.).

(ii) So long as the Company is obligated under financial agreement with the City made pursuant to P.L. 1991, c.431 (C. 40A:20-1 et seq.), it shall engage in no business other than the ownership, operation and management of the Project.

(iii) The Company has been organized to serve a public purpose, and its operations shall be directed toward: (a) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (b) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c.431 (C. 40A:20-1 et seq.); and (c) the Company shall be subject to regulation by the City, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L. 1991, c.431 (C. 40A:20-1 et seq.).

(iv) The Company shall not voluntary transfer more than 10% of the ownership of the Project or any portion thereof undertaken by it under P.L. 1991, c.431 (C. 40A:20-1 et seq.), until it has first removed both itself and the Project from all restrictions of P.L. 1991, c.431 (C. 40A:20-1 et seq.) in the manner required by P.L. 1991, c.431 (C. 40A:20-1 et seq.) and, if the Project includes housing units, has obtained the consent of the Commissioner of the Department of Community Affairs of the State of New Jersey to such transfer; with the exception of transfer to another urban renewal unity, as approved by the City, which other urban renewal entity shall assume all contractual obligations of the Company under the financial agreement with the City. The Company shall file annually with the City's governing body a disclosure of the persons having an ownership interest in the Project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10 percent, is disclosed to the City's governing body in the annual disclosure statement or in correspondence sent to the City in advance of the annual disclosure statement referred to above.

(v) The Company is subject to the provisions of Section 18 of P.L. 1991, c. 431 (C.40A:20-18) respecting the powers of the City to alleviate financial difficulties of the

State of New Jersey

Department of Community Affairs
Local Planning Services
101 South Broad Street
PO Box 813
Trenton, NJ 08625-0813
(609) 292-3000 • FAX (609) 633-6056

Philip D. Murphy
Governor

Lt. Governor Sheila Y. Oliver
Commissioner

FILED
AUG 26 2020
STATE TREASURER

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: 202/204 7TH AVENUE URBAN RENEWAL, LLC
(formerly 202 SEVENTH AVENUE LLC)
File # 2786
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 24 day of 7 20 20 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By: ______________________
Sean Thompson, Director
Local Planning Services

DCA Community

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Asbury Park, New Jersey
ORDINANCE NO. 2023-8

ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF CERTAIN WASTEWATER, STORMWATER, STREETSCAPE, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS ON BLOCK 4201, LOT 4.01 (FORMERLY, LOTS 3 AND 4) (RHYTHM ASBURY PARK) WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT OF THE COST THEREOF

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the "Redevelopment Law" or the "Act") and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the "Redevelopment Plan"), the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the "Redeveloper Agreement") with respect to the Waterfront Redevelopment Area, as defined therein; and

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

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the "Infrastructure Improvements") within the Waterfront Redevelopment Area, including with respect to Block 4201, Lot 4.01 (formerly, Lots 3 and 4 ("Rhythm Asbury Park" or the "Property"), which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the "Infrastructure Redevelopment Project") to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

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

WHEREAS, the City is entering into a Special Assessment Agreement with 202/204 7th Avenue Urban Renewal, LLC (the "Entity"), as a subsequent developer, for the special assessment of certain Infrastructure Improvements, as listed in Exhibit A of the form of Special Assessment Agreement, attached hereto as Exhibit A.

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

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

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

Section 3. Notice is hereby given to the owners of the Property that the City intends to make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The estimated aggregate cost of such Infrastructure Improvements for the Project ("Rhythm Asbury Park" subject to this ordinance is $603,375.00 (subject, however, to the actual costs of such Infrastructure Improvements at the time of installation as certified to the City Engineer), provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

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

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

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

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

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

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

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

(c) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following: (i) the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27 or (ii) with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

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

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

(f) The City hereby determines that:

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

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

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement, all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

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

Section 7. The City is hereby authorized to enter into a Special Assessment Agreement with the Entity.

Section 8. This ordinance shall take effect as provided by law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-8 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

____
LISA ESPOSITO

CITY CLERK

EXHIBIT A

Form of Special Assessment Agreement

Attachment: EXHIBIT A Special assessment agreement (2023-8 : Special Assessment Ordinance for Block 4201, Lot 4.01, 202 Seventh Avenue)

Record and return to:

____

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

Special Assessment Agreement

By and Among

The City of Asbury Park

and

202/204 7th Avenue Urban Renewal, LLC (the "Entity")

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter "**Agreement**"), made this _____ day of _____________, 2022, by and between **202/204 7th Avenue Urban Renewal, LLC** (f/k/a 202 Seventh Avenue LLC) (the "**Entity**"), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the "**City**", and together with the Entity, the "**Parties**").

WITNESSETH:

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

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

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

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "**Redevelopment Plan**") with respect to the "**Asbury Park Waterfront Redevelopment Area**," as defined in the Redevelopment Plan, and consisting of the "**Prime Renewal Area**" and the "**Boardwalk Area**", as such terms are also defined therein (collectively, the "**Waterfront Redevelopment Area**");

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

WHEREAS, the City and Asbury Partners, LLC (the "**Master Developer**") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the "**Redeveloper Agreement**");

WHEREAS, as a result of the world-wide financial issues (the "**Financial Crisis**") occurring in or about 2008, iStar Financial Inc. as lender to Master Developer foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests;

WHEREAS, during the Financial Crisis, the Parties arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement;

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

WHEREAS, on or about July 18, 2011, arbitrator, Honorable Nicholas Politan issued an arbitrator's award (the "**Arbitrator's Award**") that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area;

WHEREAS, in order to comply with the spirit of the Arbitrator's Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in N.J.S.A. 40:56-1 et seq. and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the "**RAB Law**");

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the "**Infrastructure Improvements**") within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the "**Infrastructure Redevelopment Project**") to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the "**Local Improvements Law**") for which a Special Assessment (as defined herein) may be imposed;

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the "**Housing Improvements**") within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the "**Housing Redevelopment Project**") to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area;

WHEREAS, pursuant to the "Long Term Tax Exemption Law," constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the "**Long Term Tax Exemption Law**"), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes ("**PILOT**") with respect to property owned by the urban renewal entity in a redevelopment area;

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain Subsequent Developer Agreement by and among the Entity, the City, and the Master Developer executed on March 29, 2021, and amended and restated on or about ___________ (the "**Subsequent Developer Agreement**");

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project, the City and the Entity are proposing to enter into a financial agreement to be executed contemporaneously herewith governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the "**Financial Agreement**");

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds ("**RABs**") to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the "**Special Assessment**") on certain property within an area in need of redevelopment;

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the "**Project Finance Agreement**"), the City intends to issue RABs pursuant to the RAB Law;

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOTs payable to the City, the Parties desire to enter into this special assessment agreement pursuant to which the City shall have a right to impose a special assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement;

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled "An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof", as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Ordinance**") and (ii) the City has entered into the Master Agreement, described in Section 3.01(b) of this Agreement;

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein); and

NOW, THEREFORE, in consideration of one dollar ($1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I.
GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN "**OWNER**") SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND ITS RESPECTIVE PARCEL OR PORTION OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNIT, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs.

Land — shall mean the real property known as Block 4201, Lot 4.01 (formerly, Lots 3 and 4), upon which the Project shall be constructed, all as set forth on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

Owner – shall have the meaning ascribed to such term at Section 1.01.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B.

Project — shall mean the demolition of an existing commercial building and the development of a five-story building containing 14 condominium units, a parking garage with 23 spaces, and a rooftop deck, to be known as "Rhythm Asbury Park", to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, a certain Financial Agreement between the City and the Entity and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B.

ARTICLE II.
DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the date that the first Special Assessment amount is due in accordance with the terms hereof.

ARTICLE III.

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Special Assessment for the Project shall be the total amount set forth in Exhibit A (the "**Principal Amount**"); and (ii) the Principal Amount of the Special Assessment shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period (i.e., a capitalized interest period not to exceed two (2) years) on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a "**Special Assessment Deficiency Amount**", as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the "**Master Agreement**"), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated "Base Price" shown on Exhibit C at the issuance of the RABs, examples of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the "Base Price" are attached hereto as Exhibit C.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurately excessive, unnecessary, in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

(c) The Unpledged Portion of the Special Assessment shall be determined, and allocated among the Units within the Project, in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B. Thereafter, the Unpledged Portion of the Special Assessment shall be recalculated each year.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Tax Rate or Tax Ratio.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in a supplemental indenture applicable to the Project, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be "Surplus Pledged Special Assessments" as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the supplemental indenture applicable to the Project, as applicable.

(g) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment shall be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

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(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding, the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the unpaid installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.
MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement. The Parties understand and agree that at the time of execution of this Agreement, the Entity may have taken title to the Land and the Entity may utilize, or may have utilized, lender financing in

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connection with the acquisition of the Land. In the event that any encumbrance placed by the Entity on the Land pursuant to this Section 4.02 predates the recording of this Agreement, the Entity shall procure a subordination consistent with Section 4.02(b).

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordination to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V.
DEFAULT

SECTION 5.01 Default - Default shall be failure of any party to perform its obligations under this Agreement, beyond any applicable notice, cure or grace period (each a "**Default**"). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property to which the Default applies and from which it arises, without any implication of Default against any other Owner or property.

SECTION 5.02 Cure Upon Default - Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) and its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to their other remedies, reserves the right to proceed against the Land or Unit, as applicable, to which the Default applies owned by the defaulting Owner or defaulting Unit Purchaser, and any improvements related thereto, including the affected

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Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), an event of a default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI.
NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712
Attn: City Manager

with a copy to:

John M. Cantalupo, Esq.
Archer & Greiner, P.C.
10 Highway 35
Red Bank, New Jersey 07701

If to the Entity:

202/204 7th Avenue Urban Renewal LLC
1005 Main Street, 2nd Floor
Asbury Park, New Jersey 07712
Attn: Patrick Fasano

with a copy to:

James G. Fearon, Esq.
GluckWalrath LLP
4 Paragon Way, Suite 400

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

Freehold, New Jersey 07728

If to any other Owner:

The notice shall be directed to the Owner's address
as set forth in the property tax records of the City.

ARTICLE VII.
MISCELLANEOUS

SECTION 7.01 Recording — Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

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[SIGNATURES ON THE FOLLOWING PAGES]

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

202/204 7th Avenue Urban Renewal, LLC

By:______________________________

Name: Patrick Fasano

Title: Sole Member

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on ___________, 2023, Patrick Fasano personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as authorized officer of 202/204 7th Avenue Urban Renewal, LLC and
(c) executed the instrument as the act of 202/204 7th Avenue Urban Renewal, LLC

____
Notary Public

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

CITY OF ASBURY PARK

____
By: John Moor, Mayor

[SEAL]
ATTEST:

____
Lisa Esposito, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on __________, 2023, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument;
(b) was authorized and did execute this instrument as Mayor of the City of Asbury Park; and
(c) executed the instrument as the act of the City of Asbury Park.

____
Notary Public

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

EXHIBIT A

INFRASTRUCTURE IMPROVEMENTS

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

EXHIBIT B

CALCULATION OF SPECIAL ASSESSMENT, PLEDGED AND UNPLEDGED PORTIONS

Special Assessments for each Unit shall be calculated as follows:

Municipal Tax Rate – the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit Location	Unit Description	Sales Price	Number
Rear of Floors 2-4	1,524 sq. ft.	$ 845,000.00	6
Front of Floors 2-4	1,729 sq. ft.	$ 945,000.00	6
Rear Penthouse (Fl. 5)	2,573 sq. ft.	$1,295,000.00	1
Front Penthouse (Fl. 5)	2,718 sq. ft	$1,395,000.00	1

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

Total Tax Rate – the sum of the Municipal Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate divided by 100.

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

Example:

If:
Sales Price = $959,286
Total Tax Rate = $5.546 Municipal Tax Rate = $2.970 Tax Ratio = 32.58%
PILOT = $9,770.84 ($959,286 * 32.58% *$2.970/100 * 1.052631579)

Then:
Special Assessment = $959,286 * 32.58% * $5.546/100 = $17,333.21

Time for Calculation: See the Time for Calculation for each of the Pledged Portion of the Special Assessments and the Unpledged Portion of the Special Assessments below.

Pledged Portion of the Special Assessments shall be calculated as follows:

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If:
Sales Price = $959,286
Total Tax Rate = $5.546
Municipal Tax Rate = $2.970
Tax Ratio = 32.58%
PILOT = $9,770.84

Then:
Pledged Portion of the Special Assessment = $17,333.21 - $9,770.84 = $7,562.37

Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs, and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser, and shall remain fixed thereafter.

Unpledged Portion of the Special Assessments shall be calculated as follows:

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Special Assessment

Example:

If:
Sales Price = $959,286
Total Tax Rate = $5.546
Municipal Tax Rate = $2.970
Tax Ratio = 32.58%
PILOT = $9,770.84

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

Then:
Unpledged Portion of the Special Assessment = \$17,333.21 - \$7,562.37 = \$9,770.84

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement. Specifically, upon Substantial Completion (as defined in the Financial Agreement), and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

EXHIBIT C
<u>ASSUMPTIONS</u>

BOND MATURITY DATE: January 1, 2054
BOND FIRST REDEMPTION DATE: Bonds are subject to Special Mandatory Redemption @ Anytime
BOND REDEMPTION PRICE: 100%
BOND INTEREST RATE: 8%

Attachment: Special Assessment Agreement 1-30 version (00366149xE471A) NEC (2023-8 : Special Assessment Ordinance for Block 4201, Lot

Asbury Park, New Jersey
ORDINANCE NO. 2023-9

ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND SUPPLEMENTING SECTION 10, ENTITLED "SPECIAL DUTY ASSIGNMENTS," OF ARTICLE V, "DEPARTMENTS AND DIVISIONS," OF CHAPTER 2, "ADMINISTRATION," OF "THE CODE OF THE CITY OF ASBURY PARK

WHEREAS, the City of Asbury Park (the "City") previously established Section 2-10, entitled "Special Duty Assignments," of Article V, "Departments and Divisions," of Chapter 2, "Administration," of "The Code of the City of Asbury Park" (also referenced as the "City Code"); and

WHEREAS, the Mayor and Council wish to revise Section 2-10 of the City Code, relating to the hourly rates and administrative fees associated with an extra duty assignment, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 2-10, entitled "Special Duty Assignments," of Article V, "Departments and Divisions," of Chapter 2, "Administration," of "The Code of the City of Asbury Park," is hereby amended and supplemented as follows (additions are show with <u>underline</u>; deletions are shown with ~~strikeout~~):

Chapter 2. Administration.

§ 2-10.1. Voluntary Special Duty Assignments for Police Officers and Fire Fighters.

a. Any and all extra duty assignments for police and fire personnel shall be determined and approved by the appropriate Chief (Police or Fire) or his/her designee, in consultation with the City Manager. No police officer or firefighter (hereinafter "officer") shall perform special duty assignments for private persons or organizations for compensation other than through the procedure set forth in this subsection.

b. The appropriate Chief shall obtain such information as he/she determines necessary and is authorized to approve such special duty work in accordance with this subsection.

c. The appropriate Chief may assign a patrol vehicle or other vehicle for use in performing extra duty if and in the event it is determined that the use of such vehicle is necessary and available to perform the contracted duty. The appropriate Chief may deny the assignment or use of police officers, firefighters and/or vehicles and/or impose any condition or requirement as in his/her sole discretion and determination is in the best interest of the

City and/or the officer's or public safety. The Chief shall be guided by the nature of the assignment and should avoid those with conflicts of interest and/or high risk of injury.

d. The work to be performed shall be considered a "special assignment from independent contractors" and will not be considered a direct assignment. The taking of any and all extra duty assignments covered under this Chapter shall be on a strictly voluntary basis in accordance with a fair and reasonable system established and administered by the Chiefs.

e. Police officers engaged in special duty assignments shall be deemed "on-duty" and shall conform to all Police Department rules, regulations, procedures and orders. Firefighters engaged in special duty assignments shall be deemed "on-duty" and shall conform to all Fire Department rules, regulations, procedures and orders. All such agreements for the furnishing of services to any contractor referred to herein as "special duty assignments for the furnishing of services to any contractor referred to herein as "special duty assignments" shall be by written contract between the City and the contractor. No assignment may be made for such work in the absence of such a written contract. The contract to be entered into must be the form contract available from the Police Department and Fire Department and shall be kept on record as other such public documents.

No amendments to such contracts will be made without the express written approval of the appropriate Chief.

f. All special duty assignments shall be within the City, unless specific written approval is given by the appropriate Chief to the officer to work outside of the City. The appropriate Chief may contact adjoining municipal police departments and/or fire departments to fill such special assignments if sufficient personnel cannot be found within the Asbury Park Police Department or Fire Department.

g. All private persons or entities requesting extra duty assignments by police and/or fire personnel will be required to submit payment, based on estimates of the work to be done, in advance of services rendered. The City will "escrow" the monies in a dedicated "special duty account," to ensure timely payment to the police or fire personnel subject to the required deductions, and an administrative fee to be retained by the City. Those private persons or entities which require continuous service shall maintain a minimum balance in an amount equal to the average amount paid to the City's police or fire personnel within a specified time, either monthly, or quarterly, and shall be billed as necessary to ensure a sufficient balance at all times. If there are insufficient funds, services shall be cut off until the fund is replenished. Conversely, the City shall return any monies in the fund in excess of the cost of the services to private persons or entities within a reasonable period.

~~1.~~ ~~Hourly Rate. The hourly rate for Special Duty Assignments shall be the following for the times identified below:~~

	~~**8:00 a.m. - 11:59 p.m.**~~	~~**12:00 a.m. - 7:59 a.m.**~~

~~Police Officer:~~	~~$75 per hour~~	~~$85 per hour~~
~~EMT/Fire Fighters:~~	~~$75 per hour~~	~~$85 per hour~~
~~Fire Inspector:~~	~~regular overtime rate~~	~~regular overtime rate~~
~~Fire Official:~~	~~regular overtime rate~~	~~regular overtime rate~~

~~2. Administrative Fees. The City of Asbury Park shall recover a rate of fifteen ($15) dollars per hour for administrative fees out of the rates set forth above in Subsection 1.~~

The City shall be entitled to an administrative fee as set forth below for each hour associated with an extra duty assignment. Said fee shall be in addition to the hourly rate prescribed for the services rendered.

The hourly rates and administrative fees for all extra duty assignments are hereby established as follows:

1. Traffic and Safety Control/Utilities:

	Rate	**Administrative Fee**	**Total**
Police Officer:	$100 per hour	$20 per hour	$120 per hour
EMT/Fire Fighters:	$100 per hour	$20 per hour	$120 per hour
Fire Inspector:	Regular overtime rate	$20 per hour	To be determined
Fire Official:	Regular overtime rate	$20 per hour	To be determined

2. Security Assignments:

	Rate	**Administrative Fee**	**Total**
Police Officer:	$75 per hour	$15 per hour	$90 per hour
EMT/Fire Fighters:	$75 per hour	$15 per hour	$90 per hour
Fire Inspector:	Regular overtime rate	$15 per hour	To be determined
Fire Official:	Regular overtime rate	$15 per hour	To be determined

3. Tax Exempt Organizations/City Sponsored Events/Other Community Events:

	Rate	**Administrative Fee**	**Total**
Police Officer:	$60 per hour	$15 per hour	$75 per hour

EMT/Fire Fighters:	$60 per hour	$15 per hour	$75 per hour
Fire Inspector:	Regular overtime rate	$15 per hour	To be determined
Fire Official:	Regular overtime rate	$15 per hour	To be determined

h. Any dispute between the contractor and the officer on assignments as to services required or compensation due shall be determined by the appropriate Chief.

i. Any assignment which is cancelled on less than two (2) hours' notice shall be charged against the party. The amount charged for late cancellation shall be the entire duration of the assignment as contracted for, or four (4) hours, whichever is less.

j. The appropriate Chief has the authority to order any officer to vacate or terminate any special duty assignment in response to emergency situations or whenever the assignment creates an unacceptable risk to the health, safety and welfare of the officer and/or public, which decision shall be in the sole discretion of the appropriate Chief. The contractor shall not be responsible for payment for the time that the officer is away from the special duty assignments due to such a decision of the Chief but shall have no claim whatsoever for any costs or damages against the City, the Chief, or the officer arising from the termination of special duty assignment other than the prorated return of any monies prepaid to the City.

k. The City shall be responsible for providing all necessary insurance coverage as required by law, including but not limited to workers' compensation, public liability, and claims for damage, for personal injury, including death, or damage to property which may arise as a result from the municipality's performance under the contract.

BE IT FURTHER ORDAINED, that all other provisions of Section 2-10 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

BE IT FURTHER ORDAINED, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-9 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

LISA ESPOSITO
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2023-6

ORDINANCE TO EXTINGUISH THE REVERTER IN THE DEED FOR THE PROPERTY COMMONLY KNOWN AS 900-901 MATTISON AVENUE, ASBURY PARK, NEW JERSEY BLOCK 603, LOT 3, AKA BLOCK 66, LOT 13

WHEREAS, the City of Asbury Park was the grantor in a certain deed dated May 5, 1989, and recorded May 11, 1989, between itself as the grantor and Jacob Elshtein and Elka Elshtein as the grantee for the transfer of title to 900-901 Mattison Avenue Block 603, Lot 3 aka Block 66 Lot 13 (the "Property") for $20,000.00 duly recorded in the Monmouth County Clerk's Office at Book 4930 Page 387, with said Deed containing a reverter clause providing for the conveyance of the property subject to covenants, conditions and restrictions, including but not limited to the right of re-entry and reverter contained in Resolutions For the Sale of City owned property authorizing said conveyance; and

WHEREAS, Jacob Elshtein and Elka Elshtein later transferred the Property to John Barbagallo by way of a deed dated September 14, 2001 recorded on October 11, 2001 in the Monmouth County Clerk's Office at deed Book 8055 Page 8406; and

WHEREAS, the City has determined to extinguish its right of re-entry and reverter to the Property in accordance with the deed attached hereto as Exhibit "A" (the "Deed").

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Asbury Park, that the right of reentry and reverter contained in the Deed dated May 5, 1989, recorded on May 11, 1989, in the Monmouth County Clerk's Office at Book 4930 Page 387, be extinguished and the Mayor is hereby authorized to execute and the City Clerk to attest the Deed removing the City's interest in said Property.

BE IT FURTHER ORDAINED that this ordinance repeals any inconsistence ordinance or ordinances or part or parts thereof, and

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately upon its final passage and publication as required by law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-6 which was finally adopted by the City Council at a meeting held on the 8th day of February, 2023

LISA ESPOSITO
CITY CLERK

EXHIBIT A

RELEASE OF REVERTER

WHEREAS, the City of Asbury Park is the grantor in a certain deed dated May 5, 1989, and recorded May 11, 1989, between itself as the grantor and Jacob Elshtein and Elka Elshtein as the grantee for the transfer of title to Block 603, Lot 3 aka Block 66 Lot 13 (the "Property") for $20,000.00 duly recorded in the Monmouth County Clerk's Office at Book 4930 Page 387, with said Deed containing a reverter clause providing for the conveyance of the property subject to covenants, conditions and restrictions, including but not limited to the right of re-entry and reverter contained in Resolutions For the Sale of City owned property authorizing said conveyance; and

WHEREAS, Jacob Elshtein and Elka Elshtein. later transferred the property to John Barbagallo by way of a deed dated September 14, 2001 recorded on October 11, 2001 in the Monmouth County Clerk's Office at deed Book 8055 Page 8406; and

WHEREAS, on _____________, 2022 the Asbury Park City Council adopted Ordinance #2022-____ authorizing the waiver and release of its right of re-entry and reverter to the Property (attached hereto as Exhibit "A").

NOW THEREFORE, IT IS HEREBY CERTIFIED that the City hereby releases its right of re-entry and reverter on the premises and shall be released as to any and all rights and interests.

IN WITNESS WHEREOF, the City has caused this Release of Reverter to be executed as of the date first written above.

WITNESS **CITY OF ASBURY PARK**

_____________________ **By:**____________________________
John Moor, Mayor

STATE OF NEW JERSEY:

:SS.

COUNTY OF MONMOUTH:

I CERTIFY that on **_________**, 2022, John Moor personally came before me and acknowledged under oath, to my satisfaction, the following:

(a) He is the Mayor of City of Asbury Park, the municipal corporation named in this Release of Reverter;

(b) This Release of Reverter was signed, sealed and delivered by the municipal corporation and its voluntary act and duly authorized by a proper Ordinance of the Asbury Park City Council; and

(c) The full and actual consideration paid for the transfer of title to realty evidenced by the within Release of Reverter is $1.00 (such consideration is defined in N.J.S.A. 46:15-5).

____

138091462.1

Attachment: Reverter (2023-6 : Extinguish the reverter in a deed for 900-901 Mattison Avenue, Block 603, Lot 3 aka Block 66, Lot 13)

STONE MANDIA, L.L.C.

895851

Deed

This Deed is made on September 14, 2001
BETWEEN

JAKOB ELSHTEIN (Jacob Elshtein) and ELKA ELSHTEIN, his wife

whose post office address is
1404 Roller Road, Ocean, NJ 07755

referred to as the Grantor,
AND

JOHN BARBAGALLO

COUNTY OF MONMOUTH
CONSIDERATION 15,000 -
RTF 52.50 add'l RTF
DATE 10-11-01 BY nw

whose post office address is
6 Higgins Avenue, Old Bridge, NJ 08857

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of
---------------------------- FIFTEEN THOUSAND ($15,000.00) DOLLARS ----------------------------
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of City of Asbury Park
Block No. 66 Lot No. 13 Qualifier No. Account No.
☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the City of Asbury Park County of Monmouth and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the Grantors herein by Deed from City of Asbury Park, a municipal corporation, to Jacob Elshtein and Elka Elshtein, his wife, dated May 5, 1989 and recorded in the Monmouth County Clerk's Office on May 11, 1989 in Deed Book 4930, page 387.

SUBJECT to easements, grants and restrictions of record, if any.

SUBJECT to such facts as an accurate survey may reveal.

M. CLAIRE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY
INSTRUMENT NUMBER
2001153591
RECORDED ON
Oct 11, 2001
10:21:25 AM
BOOK:OR-8055
PAGE:8406
Total Pages: 2

COUNTY RECORDING FEES	$18.00
DEDICATED TRUST FUND COMMISSION	$2.00
COUNTY REALTY TRANSFER FEES	$15.02
STATE REALTY TRANSFER FEES	$37.48
TOTAL	$72.50

Prepared by: (print signer's name below signature)

JASON C. MANDIA, ESQUIRE

(For Recorder's Use Only)

SEP 2 1 2001

Not Certified Copy

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(908) 272-0800

Attachment: Original deed (2023-6 : Extinguish the reverter in a deed for 900-901 Mattison Avenue, Block 603, Lot 3 aka Block 66, Lot 13)

The street address of the Property is:

928 Bangs Avenue

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

_______________ (Seal)

Jason C. Mandia
(as to both)

Jakob Elshtein (Seal)

Elka Elshtein (Seal)

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.
I CERTIFY that on September 14, 2001

Jakob Elshtein and Elka Elshtein
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed;
(b) executed this Deed as his or her own act; and,

(c) made this Deed for $ 15,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

Jules L. Rossi, Esq.
734 Mattison Avenue
Asbury Park, NJ 07712

RK

(Print name and title below signature)
Jason C. Mandia
Attorney at Law of New Jersey

Not Certified Copy

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STONE MANDIA, L.L.C.

895851

Deed

This Deed is made on September 14, 2001
BETWEEN

JAKOB ELSHTEIN (Jacob Elshtein) and ELKA ELSHTEIN, his wife

whose post office address is
1404 Roller Road, Ocean, NJ 07755

referred to as the Grantor,
AND

JOHN BARBAGALLO

COUNTY OF MONMOUTH
CONSIDERATION 15,000 -
RTF 52.50 add'l RTF
DATE 10-11-01 BY NW

whose post office address is
6 Higgins Avenue, Old Bridge, NJ 08857

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of
------------------------------ FIFTEEN THOUSAND ($15,000.00) DOLLARS ------------------------------
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of City of Asbury Park
Block No. 66 Lot No. 13 Qualifier No. Account No.
☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the City of Asbury Park County of Monmouth and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the Grantors herein by Deed from City of Asbury Park, a municipal corporation, to Jacob Elshtein and Elka Elshtein, his wife, dated May 5, 1989 and recorded in the Monmouth County Clerk's Office on May 11, 1989 in Deed Book 4930, page 387.

SUBJECT to easements, grants and restrictions of record, if any.

SUBJECT to such facts as an accurate survey may reveal.

Not Certified Copy

M. CLAIRE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
2001153591
RECORDED ON
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COUNTY RECORDING FEES	$18.00
DEDICATED TRUST FUND COMMISSION	$2.00
COUNTY REALTY TRANSFER FEES	$15.02
STATE REALTY TRANSFER FEES	$37.48
TOTAL	$72.50

Prepared by: (print signer's name below signature)

JASON C. MANDIA, ESQUIRE

(For Recorder's Use Only)

SEP 2 1 2001

103U - Deed - Bargain and Sale
Cov. to Grantor's Act - Ind. to Ind. or Corp.
Plain Language Rev. 10/96 Print date 11/96

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(908) 272-0800

The street address of the Property is:

928 Bangs Avenue

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By: _______________ (Seal)

Jason C. Mandia (as to both)

Jakob Elshtein (Seal)

Elka Elshtein (Seal)

Not Certified Copy

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.
I CERTIFY that on September 14, 2001

Jakob Elshtein and Elka Elshtein
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed;
(b) executed this Deed as his or her own act; and,

(c) made this Deed for $ 15,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

Jules L. Rossi, Esq.
734 Mattison Avenue
Asbury Park, NJ 07712

RR

(Print name and title below signature)
Jason C. Mandia
Attorney at Law of New Jersey

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EXHIBIT A

Minutes
Meeting of the Municipal Council
Wednesday, February 8, 2023
REGULAR MEETING

Executive Session - 4:00 p.m.

2023-112 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:13 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

1. Presentation by the Environmental Shade Tree Commission -City Street Tree Replacement Needs 2023

Tom Pivinski, of the Environmental Shade Tree Commission presented City Street Tree Replacement Needs 2023 recommendations.

Matters from City Council

Council member Ahbez-Anderson stated good evening everyone. Happy Black History Month. Next week is Valentine's Day, so Happy Valentine's.

Council member Clayton stated, good evening I just want to remind everybody again that on this Saturday February 11th, there will be a food giveaway at the Senior Center from the hours of 12:00PM to 2:00PM or when the last meal is given out. It is being catered by At The Table, please come out and enjoy. Again, it's at the Senior Center located at the corner of Springwood and Atkins between 12:00PM and 2:00PM.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Clayton and seconded by Mayor Moor to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano made a comment about Ordinance 2023-6 regarding the Reverter; and Linda Lahey made a comment about scooters, 5th Avenue pot holes and transportation signs in front of homes.

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

MINUTES

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

1. Municipal Council- Executive Meeting January 25, 2022 4:00 PM

2. Municipal Council - Regular Meeting - Jan 25, 2023 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2023-113 Resolution Amending Temporary Budget Appropriations for 2023 Budget

2023-115 Resolution to Refund Overpaid Property Taxes 510 Asbury Avenue (Block 3201, Lot 5)

INDIVIDUAL RESOLUTIONS

2023-116 Resolution Approving Payment of Bills

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn
NAYS:	John Moor
ABSENT:	Eileen Chapman

2023-117 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2022 Budget

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

2023-118 Resolution Authorizing the Purchase of Heat Air Handlers at the Wastewater Treatment Plant

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

2023-119 Resolution Authorizing the Purchase of an Email Archiving Appliance

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

2023-120 Resolution Authorizing the Replacement of the Cooled Chillers at the Municipal Building

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

2023-121 Resolution Authorizing an Annual HVAC Preventative Maintenance Agreement with Air System Maintenance

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

2023-122 Resolution Authorizing an Influent PS Backup Bypass Pump System Rental Needed at the Wastewater Treatment Plant

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn
NAYS:	John Moor
ABSENT:	Eileen Chapman

2023-123 Resolution Authorizing the Annual Renewal of Adobe

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

2023-125 Resolution Awarding Bid for Printing Services

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

2023-126 Resolution Awarding of a Contract to The Ambient Group, LLC for the Wastewater Treatment Plant Underground Storage Tank Removal

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

2023-127 Resolution Awarding Contract to Vortex Aquatic Structures International Inc. for the Purchase and Installation of Equipment for the Water Spray Park with Community Development Block Grant (CDBG) Funding

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

2023-128 Resolution Authorizing the Execution of a Shared Service Agreement with the County of Monmouth for Dispatch Services

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

2023-129 Resolution for permission to apply for FY 2022 FEMA Assistance to Firefighters Grant Program (AFG) Grant

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

2023-130 Resolution Establishing Regulations For The 2023 Beach Season

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, John Moor
NAYS:	Amy Quinn
ABSENT:	Eileen Chapman

2023-131 Resolution To Ratify The International Federation Of Professional And Technical Engineers (I.F.P.T.E.) Union Contract

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

ORDINANCES

Introduction

2023-7 Ordinance of the City of Asbury Park Authorizing the Execution of a Financial Agreement with 202/204 7th Avenue Urban Renewal, LLC Concerning property Located at block 4201, Lot 4.01 (Formally Lots 3 and 4) on The Tax Map of The City of Asbury Park and Granting A Tax Exemption

RESULT:	**INTRODUCED [3 TO 0]** **Next: 2/22/2023 6:00 PM**
MOVER:	John Moor, Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Amy Quinn, John Moor
ABSTAIN:	Angela Ahbez-Anderson
ABSENT:	Eileen Chapman

2023-8 Ordinance of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Providing For The Special Assessment Of Certain Wastewater, Stormwater, Streetscape, Utility And Other Infrastructure Improvements On Block 4201, Lot 4.01 (Formerly, Lots 3 And 4) (Rhythm Asbury Park) Within The Asbury Park Waterfront Redevelopment Area And Establishing A Mechanism For Payment Of The Cost Thereof

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 2/22/2023 6:00 PM**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2023-9 Ordinance Of The City Of Asbury Park Amending And Supplementing Section 10, Entitled “Special Duty Assignments,” Of Article V, “Departments And Divisions,” Of Chapter 2, “Administration,” Of “The Code Of The City Of Asbury Park

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 2/22/2023 6:00 PM**
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

Second Reading/Public Hearing

2023-6 Ordinance To Extinguish The Reverter In The Deed For The Property Commonly Known As 900-901 Mattison Avenue, Asbury Park, New Jersey Block 603, Lot 3, aka Block 66, Lot 13

A motion to open 2023-6 to the public was made by Deputy Mayor Quinn and seconded by Mayor Moor. All were favor. No members of the public spoke.
A motion to close 2023-6 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:51 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:51 PM.

Respectfully submitted by:

____

Lisa Esposito, City Clerk